



CITY of NOVI CITY COUNCIL

Agenda Item 1
February 27, 2017

SUBJECT: Approval to award a unit price Water Service Connections Contract to D&D Water & Sewer, inc., the low bidder, for a term of one year with three 1-year renewal options for an estimated annual amount of \$150,000.

SUBMITTING DEPARTMENT: Department of Public Services, Water and Sewer Division *ZLC*

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 150,000 (estimated cost for one year)
AMOUNT BUDGETED	\$ 175,000
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	592-592.00-748.100

BACKGROUND INFORMATION:

The water service connections contract provides the City of Novi with commercial and residential water connections to water mains (water taps), and as-needed emergency support services during water main breaks. For newly-constructed commercial and residential sites, water service connections are funded through water connection permit fees.

Four bids were received on February 14, 2017 after the attached Invitation to Bid was publicly advertised on the Michigan Inter-Governmental Trade Network (MITN) website. The attached bid tabulation lists the unit prices received from each bidder, and includes estimated quantities for base bid work (i.e., water service connections) based on actual quantities of work completed over a previous year. Bidders also provided unit pricing for less common water service work that may be required over the contract's term (i.e., support services during and after emergency water main breaks).

D&D submitted the lowest responsive, responsible bid based on extending unit prices over estimated quantities.

The City of Novi has used D & D since 2004, during which time D&D has provided exemplary service to the City and our water customers.

RECOMMENDED ACTION: Approval to award a unit price Water Service Connections Contract to D&D Water & Sewer, inc., the low bidder, for a term of one year with three 1-year renewal options for an estimated annual amount of \$150,000.

Water Service Connections Bid Tabulation
February 14, 2017 2:00 P.M.

			D & D Water & Sewer	TLS Construction	WaterTap Inc.	V.I.L. Construction
	Description	Unit of Measure				
	A. Base Bid - Water Service Connections					
1	1" Short (30' or less)	each	690	955	924	4,000
2	1" Long (31-60')	each	1,100	1,333	1,695	6,500
3	Addl footage over 60'	per ft	15	9.25	10	30
4	Addl cost for tapping 24" pre-stressed concrete water main (in addition to cost above)	each	500	2,000	400	2,500
5	1-1/2" Short (30' or less)	each	1,100	1,762	1,280	4,750
6	1-1/2" Long (31-60')	each	1,700	2,000	1,896	7,500
7	Addl footage over 60'	per ft	18	14	19	42
8	Addl cost for tapping 24" pre-stressed concrete water main (in addition to cost above)	each	500	2,000	400	3,750
9	2" Short (30' or less)	each	1,600	1,500	1,316	5,500
10	2" Long (31-60')	each	2,300	1,850	2,608	8,750
11	Addl footage over 60'	per ft	19	15	27	47
12	Addl cost for tapping 24" pre-stressed concrete water main (in addition to cost above)	each	500	2,250	500	4,500
	B. 24 Hour Water Main Work					
1	Directional drill up to 2" service line	per ft	18	9	29	25
2	Dig thru frost	per tap	100	525	360	500
3	Minimum chg-main break- (7:30am-4pm)	each	200	2,500	600	6,500
4	Minimum chg- main break (after 4 pm)	each	200	3,500	1,400	9,500
5	Backhoe w/operator (7:30 am-4 pm)	per hour	75	105	105	150
6	Backhoe w/operator (after 4 pm)	per hour	95	145	145	180
7	Laborer (7:30am - 4 pm)	per hour	40	45	53	80
8	Laborer (after 4 pm)	per hour	50	55	78	105
9	Dump truck w/driver up to 10 cu yds (24/7)	per hour	65	107	125	145
10	Hydraulic excavator w/driver to 3 cu yds (24/7)	per hour	100	157	390	200
11	Mobilize excavator to 3 cu yds (24/7)	each	400	500	550	1,500
12	Abandon water service	each	250	750	700	800
13	Labor & equipment to remove & replace fire hydrant	each	1,500	1,850	3,000	7,500
14	Additional charges for HDPE fusion taps	each	30	109	700	1,000
15	Pipe bursting up to 8" water main	per ft	70			300
16	Pipe re-lining, up to 8" water main	per foot	400			500
17	Remove and replace curb box & rod	each	175	850	496	850
18	Site Restoration Work (if requested) including labor & equipment	per hour	115	250	256	700
19	Sod restoration, including topsoil (if requested)	per square yd	12	15	15	11
20	Sand Backfill (if requested)	per square yd	12	11	27	45
21	21AA Aggregate (if requested)	per square yd	22	16	33	30
	Comments/Exceptions			Item 15 & 16 open but repair at 150.00 per LF	Not equipped for pipe bursting or pipe re-lining.	



ORIGINAL

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	690 -
1"	Long (31-60 ft)	EACH	1,100 -
1"	Additional length for service lines over 60 feet	PER FOOT	15 -
1"	Additional cost for tapping 24" pre-stressed concrete water main (in addition to cost above)	EACH	500 -
1-1/2"	Short (30 ft or less)	EACH	1,100 -
1-1/2"	Long (31-60 ft)	EACH	1,700 -
1-1/2"	Additional length for service lines over 60 feet	PER FOOT	18 -
1-1/2"	Additional cost for tapping 24" pre-stress concrete water main (in addition to cost above)	EACH	500 -
2"	Short (30 ft or less)	EACH	1,600 -
2"	Long (31-60 ft)	EACH	2,300 -
2"	Additional length for service lines over 60 feet	PER FOOT	19 -
2"	Additional cost for tapping 24" pre-stress concrete water main (in addition to cost above)	EACH	500 -

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

ITEM	SERVICE	UNIT	PRICE
1.	Directional Drill up to 2" service line	Per foot	18 -
2.	Dig through frost when additional equipment is necessary	Per tap	100 -
3.	Minimum Charge Main Break (7:30 AM - 4:00 PM)	Each	200 -
4.	Minimum Charge Main Break (After 4:00 PM)	Each	200 -
5.	Backhoe w/operator (7:30 AM - 4:00 PM)	Per hour	75 -
6.	Backhoe w/operator (After 4:00 PM)	Per hour	95 -
7.	Laborer (7:30 AM - 4:00 PM)	Per hour	40 -
8.	Laborer (After 4:00 PM)	Per hour	50 -
9.	Dump Truck w/driver, up to 10 cubic yards (24 hours/7 Days)	Per hour	65 -
10.	Hydraulic Excavator w/driver, to 3 cubic yards (24 hours/7Days)	Per hour	100 -
11.	Mobilize Excavator to 3 cubic yards (24 hours/7Days)	Each	400 -
12.	Abandon Water Service	Each	250 -
13.	Labor & Equipment to Remove and Replace Fire Hydrant	Each	1,500 -
14.	Additional Charges for HDPE Fusion Taps	Each	30 -
15.	Pipe Bursting up to 8" Water Main	Per foot	70 -
16.	Pipe Re-lining, up to 8" Water Main	Per foot	400 -
17.	Remove and Replace Curb Box and Rod	Each	175 -
18.	Site Restoration Work (if requested) including labor and equipment.	Per hour	115 -
19.	Sod restoration, including topsoil (if requested),	Per square yard	12 -
20.	Sand Backfill (if requested)	Per Square Yard	12 -
21.	21AA Aggregate (if requested)	Per Square Yard	22 -

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): NONE

COMMENTS: NONE

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) DD&D WATER & SEWER, INC.
Address 7371 HAVERTHILL LANE
City CANTON State MI Zip 48187
Telephone 734-397-3386 Fax 734-397-8486
Cell 734-368-2375
Agent's Name MARK DiMICHELE
Agent's Title PRESIDENT
Signature Mark di Michele
E-mail Markd@ddwatersewer.com
Date 2/11/17



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: 7371 Haverhill Lane
City, State Zip Canton, Mi. 48187
Telephone 734-397-3386 Fax 734-397-8486
Mobile 734-368-2375
Agent's Name (please print) Mark Di Michele
Agent's Title President
Email Address: Markd@ddwatersewer.com
Website ddwatersewer.com

1. Organizational structure: Corporation, Partnership, etc. Corporation
2. Firm established: 1970 Years in business: 47
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?
N/A
5. How many current full time employees? 15 Part time? 1
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
Emergency crew will be dispatched within 2 hours of Emergency call
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. SEE ATTACHMENT

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

SEE ATTACHMENT

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.

SEE ATTACHMENT

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

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

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 SEE ATTACHMENT

Address _____

Phone _____ Contact name _____

Company _____

Address _____

Phone _____ Contact name _____

Company _____

Address _____


Phone _____ Contact name _____

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 2/11/17



City of Novi Water Service Connections Contract



Pipebursting



Directional Drilling

Supplemental Documents
February 11, 2016

7371 Haverhill Lane
Canton, MI 48187
Phone: 734-397-3386
Fax: 734-397-8486

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Item 1. Experience and Qualification Statement

D & D Water & Sewer, Inc. Company History

Corporation Founded in State of Michigan August 28, 1970 operating under same name since incorporation and licensed to operate in the State of Michigan

Second Generation Family owned Company has specialized in water service installation and water main repair and trenchless water and sewer main replacement since it was formed.

Owner Profile

Mark DiMichele

BS Civil Engineering, 1983

Michigan Technological University

Registered Professional Engineer, State of Michigan,

License #6201034874

Mission Statement: To ensure the longevity of our company through repeat and referral business achieved by customer satisfaction in all areas including timeliness, attention to detail and service-minded attitudes

Corporate Motto: Integrity is what you do when nobody is watching you



Item 2 Questionnaire Item 9 Experience working with Municipalities

- | | | |
|---|--|--|
| 1 | City of Novi
45175 W Ten Mile Rd
Novi, MI 48375
Contact Scott Roselle
248-343-1303 | Water Service Installations
Water Main Repairs
Sanitary Sewer Repairs |
| 2 | Brownstown Township
21313 Telegraph Rd
Brownstown, MI 48183
Contact Bill Turner
734-675-4000 | Water Service Installations
Water Main Repairs
Sanitary Sewer Repairs
Water Main Replacement, Pipe Bursting, Directional Drilling |
| 3 | City of Flat Rock
25500 Gibraltar Rd
Flat Rock, MI 48134
Contact Matt Sype
734-368-2851 | Water Service Installations |
| 4 | Village of South Rockwood
5676 Carlton Rockwood Rd
South Rockwood, MI 48179
Contact: Willene Harold
734-379-3683 | Water Service Installations
Water Main Repairs |
| 5 | City of Dearborn Heights
6045 Fenton
Dearborn Heights MI 48127
Contact: Sean Moylan
313-683-3333 | Water Service Installations
Water Main Repairs
Sanitary Sewer Repairs
Water Main Replacement, Pipe Bursting, Directional Drilling |
| 6 | Van Buren Township
46425 Tyler Rd
Van Buren Twp, MI 48111
Contact
734-699-8900 | Water Service Installations
Water Main Repairs |
| 7 | Redford Township
15145 Beech Daly
Redford, MI 48239
Contact John Selmi
313-387-2700 | Water Main Replacement, Pipe Bursting, Directional Drilling
Water Main Repairs
Sanitary Sewer Repairs
Water Service Installations |
| 8 | Huron Township
22950 Huron River Dr
New Boston, MI 48164
Contact Jeff Hinojosa
734-753-4466 | Water Service Installations
Water Main Replacement, Directional Drilling |

Additional References available upon request

Item 3. Questionnaire Item 10 Experience and Financial Capabilities

D & D Water & Sewer is a privately held company . If you require we can forward our CPA prepared and reviewed financial statements. We have open and current accounts with the following supply houses to furnish all materials required to complete the work under the scope of this contract.

- 1)Etna Supply
- 2)HD Supply
- 3)EJ Waterworks
- 4)SLC Meter Service
- 5)Gunnars Meters and Parts
- 6)Michigan Pipe and Valve
- 7)Liberty Plumbing

Item 4. Questionnaire Item 11 On Site Supervision

Lawrence Ostrowski

13634 Superior, Southgate MI 48195

Objective

Productively and Safely Manage our trenchless utility crews and successfully grow our company in this field of work by continuing to produce quality projects.

Education

High School Diploma

Skills & Abilities

Leadership

14 year employee specializing in water service installations and water main repairs. Manages, supervises and works on daily installations of water service crew.

Operations

Class A CDL Driver, can also operate all necessary drilling, tapping and excavating equipment.

Work closely with State, County and Local Municipal officials coordinating and completing work required for our projects.

Experience

1979-2003

William F Sell and Son Construction Equipment Service Manager. Schedule and manage service department on light and heavy construction equipment

2003-present

Works exclusively on water service crew starting in a laborer position and now supervisory role for this part of company. Works with municipalities to coordinate efforts, schedule work and ensure completion.

TRAINING CERTIFICATES

Hammerhead: Pipebursting Equipment Operation

Red Cross: CPR Training

Pro Tec: Trench Safety

Ditchwitch: Directional Drill Operation

Vermeer: Directional Drill Operation

ETNA: McElroy HDPE Pipe Fusion Certificate

Scott Mullins Superintendent

470 Crystalia, Commerce MI 48382

Objective

Education

Degree | Date Earned | School

Belleville High School Graduated 2000 w honors

Michigan Tech 2000-2002 Engineering

Wastenaw Community College 2002-2003 Business Management

Skills & Abilities

Job Superintendent

Supervise and plan all aspects of project including pipebursting and directional drill crew of 15 employees and any Subcontractors. Record daily production. Plan daily work activities and liaison with Owner's representative, inspection services, Governmental Jurisdictions and jobsite residents.

Pipe Bursting: Prechlorinated Pipebursting of 8 and 12 in water mains including all pipe fusing, testing, installation, connections, water services, cleanup and restoration. Have installed 150,000 lf pipebursting.

Directional Drilling: operating various drill machines- Ditch Witch-911, 920, 2720. American Auger-dd1, dd3, dd4, dd6. Vermeer 7x11, 40x40, 80x100, 100x120. Extensive knowledge of Ditch Witch sub-site locating system and Digitrac Eclipse Locating systems, both Locating and drilling. Have drilled over 200,000 ft. of pipe, including on grade sanitary sewer, water lines and main, HDPE and FPVC pipe, ductile Iron, and various types of cable.

Laying pipe: Over 10 yrs. of underground pipe work laying pipe ranging in size from 1inch water lines up to 48inch storm water. depths up to 45ft. have experience setting box and plates for deep cuts

Trucking: have a Class A CDL with over 12yrs driving various trucks, Lowboys, small dumps, small trains, Vac trucks, and small boom trucks.

Experience

Company: D & D Water & Sewer, Inc.

Dates employed: 2011-present

Job Title: Crew Foreman/Superintendent

Manage all Field aspects of Utility Work Projects. Operate and/or Supervise Operation of all Machinery required to complete projects.

Liaison with residents, inspectors, Governmental Entities and owner for all day to day operations.

Ensure all aspects of project installed to specifications.

Company: Lawrence M. Clarke

Dates employed: 2004-2010

Job Title: Crew leader, pipe layer, directional drill machine operator

Job description: Plan, locate and drill directional drill shots ranging from small 1inch services up to 1,800ft shots of pipe up to 36inch diameter

Scott Mullins Superintendent

Company: Full Bore

Dates employed: 4/2011-7/2011

Job Title: Drill Operator

Job description: operate drill machine, drive truck, help labor as needed

Company: Verdeterre Contracting

Dates employed: 1/2010-4/2011

Job Title: Pipe layer, Directional drill operator

Job description: lay pipe, install and connect water services, operate and locate for all directional drill shots. Over 260 water services and 5,300 ft. of 8inch HDPE water main installed.

Training

Hammerhead: Pipebursting Equipment Operation

Red Cross: CPR Training

Pro-Tec: OSHA Trench Safety

Ditchwitch: Directional Drill Operation

Vermeer: Directional Drill Operation

Mark DiMichele, PE Owner

7371 Haverhill Lane, Canton MI 48187

Objective

To continue growth of my family owned business in the trenchless utility field of work based upon quality workmanship, integrity and trust.

Education

BSCE | November 1983 |Michigan Technological university
Major: civil engineering,
registered professional engineer state of michigan (6201034874)

Skills & Abilities

Project Management

Manage all aspects of the Project including scheduling, procurement, field issues, permitting, safety and quality control.

Leadership

Company was founded on installation of water services and has been installing them for nearly 50 years. We have provided water main repairs on every type of pipe material including concrete prestressed pipe. We are also a leader in the pipebursting field. This is evidenced by the fact that Hammerhead a division of Earth Tool, consulted with us in the development of the latest pipe bursting machine which we currently own. Letter attached. We manage from the top down with respect for clients, professionals, employees, and residents to successfully complete our projects.

Operations

I have operated all equipment required to install any size of water service, completed repairs on every type of watermain/ water service conceivable and have also installed over 500,000 ft of HDPE pipe myself so I am very familiar with day to day field operations.

Provide 24/365 contact for clients.

Can quickly price and schedule owner requested changes to the project using latest computer software for estimating and scheduling.

Work closely with State, County and Local Municipal jurisdictions in coordinating and completing work required for our projects.

Experience

1983-1993

R.E. Daily Co, Perini Corporation, Power Contracting and Engineering

I worked for several General Contractors starting as a field engineer providing layout services for all aspects of building construction from Site Preparation, foundations to final building certifications for occupancy and evolved to Senior Project management position. Major Projects include The Palace of Auburn Hills, Stroh River Place Office building and Parking Structure, Harbor Town Apartment Tower, Upjohn Building 298 (Kalamazoo). Parkshore Lake Front Apartment Tower (62 Stories, Chicago) Northwestern Memorial Hospital Chicago (2 million sf).

President/owner | D & D Water & Sewer Inc. 1993 present

I have grown up around this company which was started by my father in 1970 and purchased it from my father in 1995. In that time, we have increased our revenues by a factor of 15 and our market base to include all forms of trenchless installations including but not limited to Prechlorinated pipe bursting water main, pipe bursting sewer main, pipe ramming sewer main, Directional Drilling water and sewer main and service leads. Directional drilling Water Main, Sanitary Sewer force main and Gravity Mains and Sewer Leads. We also continue to provide water service installation and water main repair services to several communities which is how the company started.

TRAINING CERTIFICATES

Item 5. Questionnaire Item 12 Equipment available
All Equipment and Yard Building are owned by
D & D Water & Sewer, Inc.

1, 2014 Case CX 145 Excavator
32,000# class



1, 2010 Case 580 Super M+ Backhoe (4WD, Ext
Hoe.)



1, 2013 Case 580 SuperN+ Backhoe
(4WD, Ext Hoe)



2,
F750 2
Tool



2005 Ford
ton Service/
Trucks



7. Equipment Owned

2, 2005 Eager Beaver 15 ton Tag Trailers



1, 2006 ¾ ton Pickup Tool Truck



1, 2015 1 ton Pickup Truck



1, 2005 25 ton triaxle Tag Trailer

7. Equipment Owned

1, 2000 Ford F700 6 CY Dump Truck



1, 2002 Ford F700 6 CY Dump Truck



1, 2013 International 15 CY
Tandem Dump Truck



1, 2012 Yanmar SV100 Mini Excavator
21,000# Class

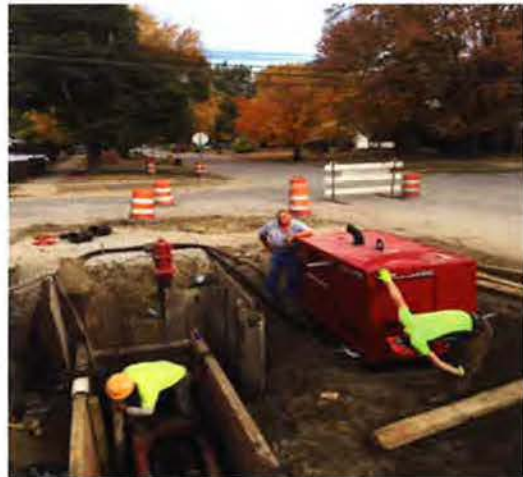


7. Equipment Owned

1, Ditch Witch Directional Hydraulic
Directional Rod Push Machine,



1, 2014 Hammerhead 100XT Pipe Bursting Machine



1, 2013 Vermeer 24x40 Directional Drill



7. Equipment Owned

1, 2010 Vermeer Vac Trailer



1, 2005 McElroy Tracstar 618 Fusion Machine



1, 2005 Husqvarna Road Concrete Saw 30 in Blade



7. Equipment Owned

1,2008 Cat 930G Wheel Loader



1,2011 Cat 247B Skid Steer Loader w attachments



Company Yard Located in Canton Township, 12,000 SF Building and outdoor storage for equipment service and storage

Misc Trench Shoring Equipment, Trench Boxes, etc. Multitude of hand and power tools associated with this type of work including but not limited to tap machines, Pumps, saws



Item 6) Questionnaire Item 13 List of Open Contracts

1)City of Novi Water Service Connection Contract

Unit Price Contract Amount varies

Contact Scott Roselle 248-343-1303

2)Charter Township of Brownstown Water Services

Unit Prices Contract Amount Varies

Contact Bill Turner 734-675-4000

3)City of Flat Rock Water Services

Unit Price Contract Amount Varies

Contact Matt Sype 734-368-2851

4)Village of South Rockwood Water Services

Unit Price Contract Amount Varies

Contact Willene Harold 734-379-3683

5) Redford Township Water Main Replacement Phase 13

\$3.2 million approx. 50% complete

Contact John Selmi 313-387-2641

6) City of Dearborn Heights Water Main Replacement Program

\$5-600,000 under negotiation 0% complete

Contact Sean Moylan 313-683-3333

Item 7 Questionnaire Item 14 References

- | | | |
|---|--|--|
| 1 | City of Novi
45175 W Ten Mile Rd
Novi, MI 48375
Contact Scott Roselle
248-343-1303 | Water Service Installations
Water Main Repairs
Sanitary Sewer Repairs |
| 2 | Brownstown Township
21313 Telegraph Rd
Brownstown, MI 48183
Contact Bill Turner
734-675-4000 | Water Service Installations
Water Main Repairs
Sanitary Sewer Repairs
Water Main Replacement, Pipe Bursting, Directional Drilling |
| 3 | City of Flat Rock
25500 Gibraltar Rd
Flat Rock, MI 48134
Contact Matt Sype
734-368-2851 | Water Service Installations |
| 4 | Village of South Rockwood
5676 Carlton Rockwood Rd
South Rockwood, MI 48179
Contact: Willene Harold
734-379-3683 | Water Service Installations
Water Main Repairs |
| 5 | City of Dearborn Heights
6045 Fenton
Dearborn Heights MI 48127
Contact: Sean Moylan
313-683-3333 | Water Service Installations
Water Main Repairs
Sanitary Sewer Repairs
Water Main Replacement, Pipe Bursting, Directional Drilling |
| 6 | Van Buren Township
46425 Tyler Rd
Van Buren Twp, MI 48111
Contact
734-699-8900 | Water Service Installations
Water Main Repairs |
| 7 | Redford Township
15145 Beech Daly
Redford, MI 48239
Contact John Selmi
313-387-2700 | Water Main Replacement, Pipe Bursting, Directional Drilling
Water Main Repairs
Sanitary Sewer Repairs
Water Service Installations |
| 8 | Huron Township
22950 Huron River Dr
New Boston, MI 48164
Contact Jeff Hinojosa
734-753-4466 | Water Service Installations
Water Main Replacement, Directional Drilling |

Additional References available upon request

Item 8. Awards and Project Papers

PIPE BURSTING PROS DEPEND ON HAMMERHEAD®

“ We worked very closely with HammerHead Trenchless Equipment in the development of their new 100XT static pipe bursting system, and we couldn't be happier with the final result. It's fast, reliable, and backed by customer support that has always been quick to respond when we have a question. Municipalities are catching on to the advantages of pipe bursting, and our 100XT positions us to take advantage of pipe bursting's growing popularity.”

MARK DIMICHELE,
Owner, D & D Water & Sewer, Canton MI

EQUIPMENT. EXPERTISE. SUPPORT.

HammerHead Equipment products and expertise take the guesswork out of pipe bursting. And legendary factory support puts even the toughest pipe bursting jobs within your reach.



Find your local dealer at
hammerheadtrenchless.com
or call 800-331-6653



MOLING | RAMMING | BURSTING | HDD ASSIST | WINCHES | CIPP

© 2015 Trench Tool Company, LLC

A Crown Machine Works Company

9. Awards and Project Papers
APWA



9. Awards and Project Papers New Holland Equipment



WATER MAIN REPAIR REQUIRES A PRO

"I think the visibility from the cab in the New Holland Construction backhoe is the best in the industry."
—Mark DiMichele, owner of D & D Water & Sewer, Inc., Canton, MI

When local residents and business in Brownstown Township noticed that they had no water pressure, municipal officials soon tracked the problem to its source. A 12-inch water main had broken and water was bubbling up in a wooded area near a large creek. Mark DiMichele, owner of D & D Water & Sewer, Inc., in Canton, Mich., responded swiftly to the emergency with the help of his New Holland Construction excavator and backhoes. "It's not our everyday work, but we do get into repairs of broken water mains," DiMichele says. "So this was a challenging repair job."

BE-ROCK, THEN REPAIR
The water main was 12 feet deep and crossed a large creek. Broken by the heavy rainfall, the creek was about

20 feet across. "The water in the creek was probably two feet higher than normal, which made it more difficult," he says. In addition, a highway bridge crossed the creek overhead. A major excavation was required to re-route the creek and divert water away from the critical repair site. "We had very limited space to set up and perform the excavation," DiMichele says. "We rented a New Holland Construction excavator so we could spin 90 degrees. And after all utilities were staked out, we started digging."

Within five demanding hours, DiMichele and his crew successfully rerouted the creek. He then moved in with his rubber-tired backhoes to expose the water main. His crew cut out a seven-foot section of main. They replaced the section

with 1500 plastic pipe and transition couplings, ran a pressure test, and started filling the site. "There wasn't much notice for doing, or planning, the job," he reads. "We were familiar with the general area and soil conditions, and felt we could tackle it. We had business and residences that were without water, so we knew we had to dig there until the job was completed. It was completed in a 10-hour day."

SAFETY FIRST
The biggest day-to-day challenge for D & D Water & Sewer is operating around underground utilities—like cable TV, electrical cables, fiber optics, gas and telephone—and avoiding damaging the lines, as well as preventing personnel injury. These are key factors why

DiMichele has stayed with New Holland Construction backhoes. "I've operated other makes, and I think the visibility from the cab in the New Holland backhoe is the best in the industry," he says. "Some levels in the cab are much lower, too. They're a pleasure to operate."

NO-1 DEALER SUPPORT
But most importantly, it's the working relationship DiMichele has with his New Holland Construction dealer that keeps him coming back. He says, "One of the biggest reasons we've stuck with New Holland has been the service support we've had from the dealer shop. They should get a part on the back. They've really been your backbone for us, to get things repaired or get us a piece of equipment on short notice."

FOR FURTHER GAS MAIN

FOR FURTHER
FINAL LOCATION TO BE FIELD VERIFIED

9. Awards and Project Papers



Underground Solutions®

Fusible C-900® • Fusible C-905® • FPVC®

Project Profile

www.undergroundolutions.com

Dearborn Heights, Michigan Minimizes Cost and Disruption while Replacing Aged Cast Iron Water Mains along Congested Streets

There are thousands of miles of deteriorating cast iron water mains running through the Detroit Metro area and surrounding regions of southeastern Michigan. Located west of Detroit and Dearborn is the City of Dearborn Heights, where the Department of Public Works supports approximately 215 miles of water mains. By pipe material, these water mains are approximately 75% cast iron, 12% PVC, 6% ductile iron, and 4% concrete, with the remaining 3% comprised of various other pipe materials.



cut construction on side streets. Overall it's been a great combination of quality-focused construction using the latest technologies, means and methods."

Sean Moylan and his team at the Dearborn Heights Public Works Water Department have begun a proactive approach to replace some of the most problematic segments of the distribution system. Moylan commented: "Working with our consulting engineer at Wade Trim, our focus is on replacing major arteries consisting mostly of 12-inch and some 8-inch cast iron pipe with Fusible C-900® pipe by pipe bursting and horizontal directional drilling. Our Phase 1 project was completed most recently by D & D Water and Sewer, Inc. Their quality workmanship along with the gasketless, fused PVC pipe system made for a very successful project. We have additional work planned in the near future using this same approach. It works very well and drastically decreases the impact to our residents. We also self-perform some of the replacement work by conventional open-

Pipeline Details and Project Summary

Project:	Dearborn Heights Water Main Improvements
Length:	8,205 LF
Pipe Size:	8-inch and 12-inch
Installation:	Pipe Bursting and HDD
Owner:	City of Dearborn Heights, MI
Engineer:	Wade Trim
Contractor:	D&D Water and Sewer, Inc.



D & D Water and Sewer renewed approximately 1,500 LF of water mains per week using 100% trenchless methods. Approximately 5,200 LF of 12-inch cast iron mains were replaced via pre-chlorinated, static-pull pipe bursting using a Hammerhead HD-100A pipe burst machine. Another 3,000 LF of 8-inch water mains were replaced via HDD using a Vermeer 24 x 40 drill rig. Mark DiMichele, President of D & D Water and Sewer, stated: "With some of the limited laydown areas and tight work easements that we had to work in, I had some initial concerns regarding the ability of the Fusible C-900® pipe to negotiate certain bends. As we continued through the construction of the project we realized the pipe performed very well within the site demands."

Underground Solutions, Inc. (UGSI) provides infrastructure technologies for water, wastewater and power cable conduit applications. UGSI's Fusible PVC® pipe products, including Fusible C-900®, Fusible C-905® and FPVC®, utilize patented technology to produce a fused monolithic, fully-restrained, gasket-free, leak-free piping system ideal for trenchless (horizontal directional drilling, pipe bursting and sliplining) or conventional "open-cut" installations and are available in 4-inch to 36-inch diameters. The combination of standard fittings and lower weight with higher flow for a given pressure class versus other thermoplastic pipes ensures that Fusible PVC® pipe brings greater economy to most pipeline projects.

PP-1303 Rev.0 03/19/2015

10. Letters of Recommendation



Department of Public Works

William Zimmer
Public Service Administrator

Daniel S. Paletko
Mayor

May 20, 2016

To whom it may concern:

From the summer of 2014 until the present, D&D Water and Sewer has performed several water main replacement programs, and made emergency sewer repairs upon request for the City of Dearborn Heights. All projects from beginning to end have been performed in an efficient and professional manner and we have been completely satisfied with their work. Their process for water main replacement and restoration work has resulted in minimal inconvenience to our residents and very few complaints which is important to us.

Feel free to contact me if you have any questions.

Sincerely,

William Zimmer
Public Service Administrator
City of Dearborn Heights
313-791-6000



May 13, 2016

Mark DiMichele
President
D&D Water and Sewer, Inc.
(734) 397-3386
7371 Haverhill Lane
Canton, MI 48187
dottore_d_aqua@msn.com

Dear Mr. DiMichele –

I am writing to thank you for your partnership in the trenchless industry. Over the years, your accumulation of onsite experience and expertise in the pipe bursting field has been invaluable to helping Hammerhead Trenchless Equipment improve and fine tune our equipment line.

In particular, your demands for efficiency and dependability in your water main bursting techniques have pushed us to develop our equipment to that higher standard. Your feedback and recommendations were essential to our engineering, research and development teams in producing and refining our latest addition to our Static Bursting line, the Hammerhead Hydroburst 100XT.

Thank you again for your commitment to excellence and partnering with Hammerhead in the pipe bursting industry.

Sincerely,

Nate Hrabosky
Replacement & Rehabilitation Territory Manager, Great Lakes, USA
Hammerhead Trenchless Equipment
Cell 262-443-0841
nhrabosky@hammerheadmole.com

500 South C.P. Avenue • Lake Mills, Wisconsin 53551
P: 800.331.6653 • Int'l: +1 520.646.4848 • F: 920.648.1731
E: info@hammerheadmole.com • W: hammerheadtrenchless.com

A Charles Machine Works Company



May 17, 2016

To Whom It May Concern
**Re: D & D Water and Sewer
Recommendation Letter**

To Whom it May Concern:

This correspondence is a Recommendation letter on behalf of D & D Water and Sewer.

D & D Water and Sewer have performed several projects that Hennessey Engineers, Inc. has administered. D & D water and Sewer performed their work on time, within budget and is a exceptionally reliable contractor. They are currently working on a \$275,000 directional drill project in Huron Township. The project is on time, within budget and the work performed on the project outstanding. The crew working on the project is professional and follows without question all of the directions from the Hennessey Engineers Inspector.

Recently, Huron Township lost a trustee to cancer. The funeral procession had to pass by the construction site. All of D & D Water and Sewer crew stopped work and lined up along the side of the road to pay respect for the funeral procession. The wife of the trustee was so pleased that she mentioned it to the Township supervisor. The Supervisor wrote a thank you letter to Mr. Mark DeMichele for his crew's professionalism.

Hennessey Engineers Inc. would highly recommend D & D Water and Sewer for any project and we look forward to working with them on future projects. This company is a class act.

If you have any questions, or if additional information is necessary, please do not hesitate to call me at (734) 759 1600.

Sincerely,

HENNESSEY ENGINEERS, INC

James D. Holandsworth, P.E., P.S.
Engineering and Surveying Manager

JDH/jh

Engineering
for Results

Charter Township of Brownstown

KNOX WILK
Engineer

ROBERT A. WITTEB
Chair

BARBARA WARREN
Treasurer



PUBLIC WORKS DIRECTOR
Mark Gahry

21015 TELEGRAPH ROAD
BROWNSTOWN, MICHIGAN 48110-1299
248.676.4000 • FAX: (248) 675-2612

CLERK

JOHN J. GIBSON
MICHAEL D. BERTH
MICHAEL J. POTERS
ELVIE F. WALTERS

May 17, 2016

To whom this may concern,

I am writing this letter on behalf of D&D Water & Sewer and its owner Mark DiMichele. I have been with Brownstown Township since September of 2005. Mark was the Township Contractor at that time and I believe for at least 15 years prior to me hiring in.

Mark has done all of our water service taps, sewer leads, assisted with water main breaks, helped with sewer repairs, etc. Mark has also done fire hydrant add-ons and smaller water main extensions. I reach out to D&D many times for advice and problem solving on some of the issues that arise.

Mark also involved himself in a joint venture with Bidigare Contracting for Brownstown in 2011. This venture consisted of the rehabilitation of over 87,000 feet of water main utilizing the pre-chlorinated pipe bursting method and HDD and HDPE water main pipe material. His knowledge of this method of construction is second to none. Prior to Brownstown taking on this type of project I witnessed a project in Livonia that Mark was involved in with Murphy Pipeline.

As someone who has been in the Public Works field for almost 35 years I have seen a lot of contractors perform many different types of work with many different issues arising. D & D Water & Sewer stands out at the top of the list. Not only is the construction and technical knowledge at its highest level but their attention toward detail, communication with the public, restoration and all other aspects of this type of work is a major factor. They also handle all the problems that arise in a helpful manner without placing or deferring blame on someone else.

I have had a great pleasure working with D&D and would highly recommend him and his company to perform any type of work in the water and sewer field. I have also found his costs to be very competitive.

If you have any questions or concerns please feel free to contact me @ 313-743-3878 or at the number above.

Respectfully submitted,

Mark Gahry



Department of Public Service

Ramzi El-Gharib P.E. Director
36300 Warner Road • Westland, Michigan 48165
(734) 726-1770 • Fax (734) 422-1218

May 20, 2016

TO WHOM IT MAY CONCERN,

This letter serves as our recommendation for D & D Water & Sewer. Mark DiMichele and his company worked as a major Subcontractor on our recent Inkster Annapolis Pump Station project in the City of Westland. They successfully installed 7,000 Ft. of 14" Forcemain by Directional Drilling through some very congested areas of existing utilities in our city.

Throughout this high profile job, D & D performed well, working closely with our Consultant, State, County, Railroad, and local governmental agencies, which resulted in the successful completion of this project.

I would recommend Mark and his company D & D Water & Sewer for any underground project similar to this one.

Sincerely,

Ramzi El-Gharib, PE
Director of Department of Public Service



City of Birmingham

To Whom it May Concern:

D&D Water and Sewer, Inc. was awarded the "Birmingham Villas Water Main Improvements Project" in March 2014. The project included installation of new H.D.P.E. water main installed by the horizontal drilling method, water services, and installation of a capeseal surface. The approximate quantities were as follows: 4,200 linear feet of 8" water main, 2,800 linear feet of water services, 9,500 square yards of capeseal surface, plus concrete and grass surface restoration and other work to complete the project.

The Contractor achieved the contract requirements, having the project substantially completed by Friday, August 1, 2014. The Contractor had a competent superintendent on site each day, who thoroughly understood the plans and specifications.

The project impacted two fully developed residential streets. The Contractor maintained a positive relationship with the homeowners, allowing them access into and out of their driveway on a daily basis. The work zone was organized and neatly maintained, and the streets were swept each evening before the crew left the site.

D&D Water and Sewer, Inc. management and crew were very competent and professional and can be commended for another successful infrastructure improvement in the City of Birmingham. I recommend D&D Water and Sewer to other Municipalities for similar infrastructure improvements.

Sincerely,

Victor Streck

Senior Engineering Technician

11. Project Photos



Tight utility crossing in Birmingham

11. Project Photos



Pipe Delivery in Brownstown

11. Project Photos



Before and After pics.
We like a clean jobsite

11. Project Photos



Telegraph Rd

11. Project Photos



Complex Connections
Birmingham

11. Project Photos



Typical Burst Pit
Dearborn Heights

11. Project Photos



Railroad Track Jack and Bore
Westland

11. Project Photos



Forcemain Structures
Westland

11. Project Photos



Concrete Road Repairs
Rockwood

11. Project Photos



Burst Pit Telegraph Rd
Dearborn Heights

12. Pipe Bursting Equipment Training Certificates

Earth Tool Company, LLC

is pleased to present this

Certificate of Training

*To: Mark DiMichele
D&D Water & Sewer, Inc.*

In recognition of participation in:

**On the Job Static Pipe Bursting
Training**

TRENCHLESS EQUIPMENT

Mark Maxwell

Pipe Bursting Specialist
SPECIALIST NAME
Earth Tool Company, LLC

Brownstown Township, March 2011
Dearborn Heights, April 2014

12. Pipe Bursting Equipment Training Certificates

Earth Tool Company, LLC

is pleased to present this

Certificate of Training

*To: Louis Corarrubuis
D&D Water & Sewer, Inc.*

In recognition of participation in:

**On the Job Static Pipe Bursting
Training**

Mark Maxwell

*Pipe Bursting Specialist
SPECIALIST NAME
Earth Tool Company, LLC*

*Brownstown Township, March 2011
Dearborn Heights, April 2014*

Earth Tool Company, LLC

is pleased to present this

Certificate of Training

*To: Scott Mullins
D&D Water & Sewer, Inc.*

In recognition of participation in:

**On the Job Static Pipe Bursting
Training**

Mark Maxwell

*Pipe Bursting Specialist
SPECIALIST NAME
Earth Tool Company, LLC*

*Brownstown Township, March 2011
Dearborn Heights, April 2014*



**NOTICE - CITY OF NOVI
INVITATION TO BID
WATER SERVICE CONNECTIONS**

The City of Novi will receive sealed bids for **Water Service Connections** according to the specifications of the City of Novi.

Sealed bids will be received until **2:00 P.M.** prevailing Eastern Time, **February 14, 2017**, at which time bids will be opened and read. Bids shall be addressed as follows and delivered to:

**CITY OF NOVI
CITY CLERK'S OFFICE
45175 Ten Mile Rd.
Novi, MI 48375-3024**

OUTSIDE OF MAILING ENVELOPES/PACKAGES MUST BE PLAINLY MARKED "WATER SERVICE CONNECTIONS BID" AND MUST BEAR THE NAME OF THE BIDDER.

The City reserves the right to accept any or all alternative bids and award the contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

Sue Morianti
Purchasing Manager

Notice dated: January 24, 2017

NOTICE TO BIDDERS:

The City of Novi officially distributes ITB documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of ITB documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain ITB documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.



CITY OF NOVI
WATER SERVICE CONNECTIONS

INSTRUCTIONS TO BIDDERS

This ITB is issued by the Purchasing Office of the City of Novi.

IMPORTANT DATES

ITB Issue Date	January 24, 2017
Last Date for Questions	Monday, January 6, 2017 by 12:00 P.M. Submit questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
Response Due Date	Tuesday, February 14, 2017 by 2:00 P.M.

QUESTIONS

Please email all questions to the staff member listed above. Please write the name of the Invitation To Bid in the subject line. If you write anything else in the subject line, your email may be deleted as spam.

TYPE OF CONTRACT

If a contract is executed as a result of the bid, it stipulates a fixed price for products/ services. The contract period will be for one (1) year. Upon mutual consent of the City of Novi and the successful bidder, the contract may be renewed three (3) times in one (1) year increments at the same terms and conditions of the original contract.

BID SUBMITTALS

Provide **three (3)** copies of your bid: **one (1)** unbound signed and clearly marked as ORIGINAL, and **two (2)** copies of the original bid, clearly marked as COPY. Original bid may be clipped but should not be stapled or bound. Copies may be stapled and bound. The original and copies should be identical, excluding the obvious difference in labeling. No other distribution of the bids will be made by the Contractor. Bids must be signed by an official authorized to bind the Contractor to its provisions.

FAILURE TO SUBMIT PRICING ON THE BID FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

CHANGES TO THE ITB/ADDENDUM

Should any prospective Bidder be in doubt as to the true meaning of any portion of the Invitation to Bid, or should the Bidder find any patent ambiguity, inconsistency, or omission therein, the Bidder shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the specified person by

the date listed above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional ITB provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at www.mitn.info. Any addendum issued by the City shall become part of the ITB and shall be taken into account by each bidder in preparing their bid. Only written addenda are binding. It is the Bidder's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on bid form.

SUBMISSION OF BIDS

Bids must be submitted in a sealed envelope. Outside of mailing envelope must be labeled with name of contractor and name of ITB. Failure to do so may result in a premature opening or failure to open such bid.

To be considered, sealed bids must arrive at City Clerk's Office, on or before the specified time and date. There will be no exceptions to this requirement. Bid is considered received when in the possession of the City Clerk. Contractors mailing bids should allow ample time to ensure the timely delivery of their bid. Bids received after the closing date and time will not be accepted or considered. Faxed, emailed, or telephone bids are not acceptable. The City of Novi shall not be held responsible for lost or misdirected bids. The City reserves the right to postpone an ITB opening for its own convenience.

Bids must be clearly prepared and legible and must be signed by an Authorized Representative of the submitting Company on the enclosed form. Bids must show unit and total prices. **ANY CHANGES MADE ON BID FORMS MUST BE INITIALED OR YOUR BID MAY BE CONSIDERED NON-RESPONSIVE.**

A bid may be withdrawn by giving written notice to the Purchasing Manager before the stated due date/closing time. After the stated closing time, the bid may not be withdrawn or canceled for a period of One Hundred and Twenty (120) days from closing time.

Bidders are expected to examine all specifications and instructions. Failure to do so will be at the bidder's risk.

Failure to include in the bid all information requested may be cause for rejection of the bid.

Any samples, CDs, DVDs or any other items submitted with your bid will not be returned to the contractor.

No bid will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City Novi upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

CONSIDERATION OF BIDS

In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder intends to furnish the item so identified or an item of "equal" quality and value as determined by the City of Novi.

Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Bids of "equal" quality and value will be considered, provided that the bidder states in his/her bid what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such bid.

The City hereby reserves the right to approve as an "equal", any item proposed which contains minor or major variations from specification requirements, but which may comply substantially therewith.

RESPONSIVE BIDS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Unit prices shall be submitted if space is provided on bid form. In cases of mistakes in extension, the unit price shall govern. Accordingly, the City reserves the right to declare as non-responsive, and reject an incomplete bid if material information requested is not furnished, or where indirect or incomplete answers or information is not provided.

EXCEPTIONS

The City will not accept changes or exceptions to the ITB documents/specifications unless Contractor indicates the change or exception in the "Exceptions" section of the bid form. If Contractor neglects to make the notation on the bid form but writes it somewhere else within the ITB documents and is awarded the contract, the change or exception will not be included as part of the contract. The original terms, conditions and specifications of the ITB documents will be applicable during the term of the contract.

CONTRACT AWARD

The contract that will be entered into will be that which is most advantageous to the City of Novi, prices and other factors considered. The City reserves the right to accept any or all alternative bids and to award the contract to other than the lowest bidder, waive any irregularities or informalities or both, to reject any or all bids, and in general, to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interests of the City of Novi.

After contract award, notification will be posted on the MITN website at www.mitn.info.

GENERAL CONDITIONS

INSURANCE

A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful bidder prior to commencement of work. A current certificate of insurance meeting the requirements in Attachment A is to be provided to the City and remain in force during the entire contract period.

PERMITS

Where required by code, permits and all required inspections must be obtained by the Contractor. Fees for permits and inspections obtained from the City of Novi will be waived by the City for work on City buildings. Upon completion, all work will be subject to the State Laws and City Ordinance Codes.

TAX EXEMPT STATUS

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid prices. The City will furnish the successful bidder with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

The following exception shall apply to installation projects: When sales tax is charged to the successful bidder for materials to be installed during the project, that cost shall be included in the "Complete for the sum of" bid price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

FREIGHT CHARGES/SHIPPING/HANDLING

All bid/proposal pricing is to be F.O.B. destination.

INVOICING

Invoices must be mailed to: City of Novi, Attn: Finance Department, 45175 Ten Mile Road, Novi, MI 48375, or emailed to: invoices@cityofnovi.org.

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 days (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 cancellation shall be clearly stated in the written notice.

CONTRACT RENEWAL

No contract shall be automatically renewed at the end of any contract term.

NO EXCLUSIVE CONTRACT

Contractor agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the City may, at any time, secure similar or identical products/services at its sole option.

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful bidder will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without

the expressed written consent of the City of Novi. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

NON-DISCRIMINATION

In the hiring of employees for the performance of work under this contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

ACCEPTANCE OF BID CONTENT

Should a contract ensue, the contents of the bid of the successful Bidder may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

DISCLOSURE

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this ITB is available without redaction to any individual or organization upon request.

ECONOMY OF PREPARATION

Bids should be prepared simply and economically, providing a straightforward and concise description of the contractor's ability to meet the requirements of the bid. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the bid.

The City of Novi is not liable for any costs incurred by bidders prior to issuance of a contract.

INDEPENDENT PRICE DETERMINATION

By submission of a bid, the bidder certifies, and in case of a joint bid, each party hereto certifies as to its own organization, that in connection with the bid:

- (a) The prices in the bid have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any other Competitor; and
- (b) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.

Each person signing the bid certifies that:

- (c) He is the person in the bidder's organization responsible within that organization for the decision as to prices being offered in the bid and that he has not participated and will not participate in any action contrary to (a) and (b) above; or
- (d) He is not the person in the bidder's organization responsible within that organization for the decision as to prices being offered in the bid but that he has been authorized in writing to act as agent for the persons responsible for such decisions in

verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above , and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

A bid will not be considered for award if the sense of the statements required in the bid has been altered so as to delete or modify the above.



CITY OF NOVI
WATER SERVICE CONNECTIONS CONTRACT
SPECIFICATIONS

The City of Novi is soliciting bids from underground contractors for the installation of water services and other related work.

SCOPE OF SERVICES

This work shall include furnishing and installing materials required for the construction of all water services to the size, line and grades indicated by the City of Novi.

The work shall also include connecting the customer service line to the curb stop if it is installed to the proper location prior to installation of the water service connection. This work shall include any transition fittings, miscellaneous materials and all labor.

Stop box and rod should be installed at correct depth, 5' minimum from final grade.

Ductile Iron, Asbestos Cement Pipe and Concrete Pipe 1" service taps will be directly drilled and tapped into the water main. Should a saddle be requested for a 1" tap, then double strap brass service saddles, Ford F202B or equivalent, shall be used.

1-½" and 2" service taps will be made using double strap brass service saddles, Ford F202B or equivalent.

When cul-de-sac taps are installed, bore to center of cul-de-sac, then bore to house. Do not wrap services around outside of curb across other lots.

Any other utilities encountered or damaged will be considered incidental to the work and additional compensation will not be allowed.

The Contractor will provide documentation of the service location on forms provided by the City of Novi. All service connections shall be installed within fifteen (15) working days of receipt of the work order.

The Contractor shall be available 24 hours a day, 7 days a week for emergency repair calls with all necessary manpower, equipment and material to perform all types of water and sewer repair work. Response time (on site) to emergency repair calls must be within 2 hours of first contact. Failure to respond within the specified time period could result in termination of agreement and/or liquidated damages.

The Contractor shall provide equipment, materials and labor for repairs including but not limited to hydrant replacement, valve replacement, or any other item as designated by the City of Novi at the hourly rates for labor and equipment, plus material cost.

Materials:

Pipe: All water service **copper** pipe shall be "Type K" seamless tubing and shall meet the requirements of the current **ASTM D 2737**.

Fittings: Fittings shall meet all the requirements of the current ASTM B584 and AWWA C800-66. **All Brass Fittings must meet the No-Lead requirements mandated to be in effect on January 4, 2014.**

Materials Summary:

- When a saddle is requested, Brass Service Saddle (Ford 202B or equivalent)
- Corporation Stop (Ford F600-4-NL or equivalent)
- Service Line, from main to property line (Cerro "Type K" copper or equivalent)
- Curb Stop (Ford B22-444-NL or equivalent)
- Curb Stop Box (1" – 5' Metal adjustable 1", Arch pattern curb box, with stationary rod and two hole Erie Pattern Lid).

SUBCONTRACTING OF WORK

Work under this contract will not be sub-contracted without the prior written authorization of the City of Novi.

STORAGE OF EQUIPMENT AND MATERIALS

The Contractor will not store equipment or materials on City of Novi properties without authorization from the City of Novi.

SAFETY

Contractor by virtue of submitting a bid, acknowledges that all MIOSHA standards for construction (i.e. trench safety, Miss Dig) and/or confined space rules will be met.

If road barricading and flaggers are needed for safety, contractor will provide them. City workers and equipment will not be used.

CONTRACTOR EXPERIENCE

The Contractor must have verifiable experience in installing a minimum of one hundred (100) water service connections annually, water main repair 24-hour on-call experience, and have been in business for a minimum of three (3) years.

CONTRACTOR SELECTION

Selection of a contractor will be based upon a combination of demonstrated experience, company information, references, and unit price. The City reserves the right to make a site visit to Contractor's place of business.

RESTORATION SPECIFICATIONS

Restoration will be done only at the request of an authorized City representative.

GRADING – Definitions

1. Fill: Soil, native material, imported material or other material which is placed over the subgrade, or excavated areas; under roadways, parking areas, walks, buildings, or structures; and anywhere else on the Site.
2. Grading: The act of moving soil from one location on the Site to another to achieve the contours and elevations as indicated on the Drawings and as herein specified.
3. Native Material: Soil and other natural earth materials, except rock, which are existing on the Site prior to the start of Work.
4. Surface Improvement: All improvements beyond what might be encountered in an open unimproved field.
5. Other Definitions: Other earthwork terms not defined in the Contract Documents shall be as defined in MDOT Standard Specifications for Construction.

DUST CONTROL

1. Use all legal means necessary to control dust on and near the Work and on and near all off-site borrow areas if such dust is caused by Contractor's operations during performance of the Work or if resulting from the condition of the Site when earthwork operations are suspended.
2. Treat haul roads, delivery roads, temporary site access roads and other surfaces as required to prevent dust from being a nuisance to the public, neighbors, and concurrent performance of other work on the Site.
3. Scrape, broom, or vacuum adjacent streets to remove tracked dirt every Friday afternoon, or more often as necessary if directed by Water and Sewer Manager. Utilize vacuum if dust from brooming is excessive as determined by the Water and Sewer Manager.

EXISTING STRUCTURES, UTILITY STRUCTURES, AND UTILITIES:

1. Call MISS DIG to locate all existing underground utilities prior to starting excavation.
2. Where utilities, utility structures, or structures are encountered which are in active use:
 - a) Provide adequate protection for them.
 - b) Be responsible for damages to them.
3. Provide stand-by utility service if temporary removal is necessary for a period exceeding 2 hours.

4. Where utility service connections to occupied buildings must be temporarily disconnected, give 48 hours notice to the affected occupants of the time and duration of the anticipated shut off.
5. Notify Fire Department 48 hours in advance if water main or fire supply line shutoff is required.
6. Raise, lower, or move underground utilities, utility structures, or structures which interfere with the utility, utility structure, or structure being constructed as part of this Work.

PRODUCTS

MATERIALS:

1. Approval Required: All material shall be subject to the approval of Water and Sewer Asset Manager.
2. Notification: For approval of imported material, notify Water and Sewer Asset Manager at least 1 week in advance of intention to import material, designate the proposed borrow area, and permit the Water and Sewer Manager to sample as necessary from the borrow area for the purpose of making acceptance tests to prove the quality of the material.

EXCAVATION

1. Topsoil:
 - a) Remove all topsoil to depth at which subsoil is encountered, from all areas under buildings, driving surfaces, and from all areas which are to be cut to lower grades or filled.
 - b) With Water and Sewer Manager's approval, topsoil to be used for finish grading may be stored on the Site.
 - c) Other topsoil may be used for fill in noncritical areas with approval of Water and Sewer Manager.
2. Obstructions:
 - a) Remove and dispose of buried trees, rocks, boulders, driving surfaces, pipes and the like, as required for the performance of the Work.
 - b) Exercise care in excavating around catch basins, inlets, and manholes.
 - c) Avoid removing or loosening castings or pushing dirt into utility structures.

- d) Repair or replace damaged or displaced castings; remove dirt entering utility structures during the performance of the Work at no additional cost to Owner.

GRADING

General:

1. Perform all rough and finish grading required to attain the elevations indicated on the Drawings (if applicable).
2. Perform rough grading to an accuracy of ± 0.10 feet.
3. Perform finish grading to an accuracy of ± 0.05 feet.
4. Comply with all excavating and fill requirements specified herein during grading operations.
5. Grading Around Buildings: Control the grading around buildings so the ground is pitched to prevent water from running into the excavated areas of a building or damaging other Site features.

Treatment After Completion of Grading:

1. After grading is completed, permit no further excavation, filling, or grading, except with the approval of Water and Sewer Manager.
2. Use all means necessary to prevent the erosion of freshly graded areas during construction and until such time as permanent drainage and erosion control measures have been installed.
3. Topsoil: All graded areas, outside of buildings and driving surfaces, shall receive 4 inches of topsoil.

EXCESS WATER CONTROL

Regulations and Permits: Comply with soil erosion control permits in accordance with Mich. P.A. 451, Part 91 of 1994, the Natural Resource and Environmental Protection Act, and all pertinent rules, laws, and regulations.

Unfavorable Weather:

1. Do not place, spread, or roll any fill material during unfavorable weather conditions.
2. Do not resume operations until moisture content and fill density are satisfactory to Water and Sewer Manager.

Pumping and Drainage:

1. Provide, maintain, and use at all times during construction adequate means and devices to promptly remove and dispose of all water from every source entering the excavations or other parts of the Work.
2. Dewater by means which will ensure dry excavations, preserve final lines and grades, and do not disturb or displace adjacent soil. Use wells, portable pumps, temporary underdrains, or other methods as is necessary.
3. Perform Pumping and Drainage:
 - a. In such a manner to cause no damage to property or structures and without interference to the rights of the public, owners of private property, pedestrians, vehicular traffic, or the work of other contractors.
 - b. In accordance with *all* pertinent laws, rules, ordinances and regulations.
4. Do not overload or obstruct existing drainage facilities.
5. Provide berms or channels to prevent flooding of subgrade. Promptly remove all water collected in depressions.

DISPOSAL OF EXCESS EXCAVATED MATERIAL

General:

1. Remove and properly dispose of all excavated material not needed to complete filling and grading.
2. Dispose of excess excavated material at a location off the Site.
3. Dispose of excess topsoil at a location off the Site.
4. Disposal of all materials shall not violate laws, rules, regulations, and the like regarding the filling of flood plains, wetlands and other environmentally sensitive areas.
5. Provide adequate controls to maintain disposal sites in neat and safe conditions by periodic leveling of material and such other practices as are necessary.
6. Provide all soil erosion control measures necessary to prevent soil erosion and sedimentation of wetlands, rivers, ditches, or similar low-lying areas.

CLEANUP

Upon completion of the work of this Section, remove all excess excavated material, trash, and debris resulting from construction operations. Remove equipment and tools. Leave the Site in a neat and orderly condition acceptable to Water and Sewer Manager.

LAWNS & GRASS

REFERENCES

Except as herein specified or as indicated on drawings, the work of this Section shall comply with the following:

1. MDOT:
 - a. 2003 Standard Specifications for Construction.
 - b. Standard Plans.

QUALITY ASSURANCE

1. Fabrication and Installation Personnel Qualifications:
 - a. Trained and experienced in the fabrication and installation of the materials and equipment.
 - b. Knowledgeable of the design and the reviewed Submittals.

DELIVERY, STORAGE AND HANDLING

1. Deliver materials in original, unbroken, brand marked containers or wrapping as applicable.
2. Handle and store materials in a manner which will prevent deterioration, damage, contamination with foreign matter, and damage by weather or elements, and according to Manufacturer's directions.
3. Reject damaged, deteriorated or contaminated material and immediately remove from the Site. Replace rejected materials with new materials at no additional cost to Owner.

MATERIALS

Topsoil: Fertile, friable soil, containing a minimum of 2.5% and maximum 12% of organic matter as determined by the Loss on Ignition Test, AOAC, with not more than 50% clay and not more than 55% sand as determined in accordance with ASTM D422. At least 90% of the material shall pass the No. 10 sieve and shall be free of refuse or all material toxic to plant growth, free of subsoil and stumps, roots, brush, stones or similar objects larger than 1-inch diameter. Ordinary sods and herbaceous growth, like grass, need not be removed, but shall be thoroughly broken up and intermixed with soil during handling operations. Topsoil, unless otherwise specified or approved, shall have, according to Methods of Testing by the AOAC, acidity range of approximately 5.5 pH to 7.6 pH or as approved by the Water and Sewer Manager prior to delivery.

Sod: Comply with MDOT Section 917.13 except as herein specified.

SOD BED PREPARATION

Make Area to be Sodded:

1. Smooth and uniform.
2. Parallel to the finished grade.

LAYING SOD

General:

1. Moisten sod and place on a moist earth bed.
2. Lay sod within 24 hours after cutting and properly protect it until placed.
3. Carefully place the sod by hand in rows at right angles to the slopes, commencing at the base of the area to be sodded and working upward.
4. Do not use pitch forks to handle sod. Dumping from vehicles will not be permitted.
5. Extend bottom edge of sodded areas at least 2 inches into the ground or ditch bottom.
6. Break transverse joints of sod strips and carefully lay sod to produce tight joints.
7. When the sod may be displaced during sodding operations, work from ladders or treaded planks.
8. Firmly compact the sod by tamping immediately after it is placed.
9. After tamping, the sod shall present a smooth, even surface free from bumps and depressions.

MAINTENANCE

A. General:

1. Water sodded areas adequately at time of installation.



**CITY OF NOVI
INSURANCE REQUIREMENTS
ATTACHMENT A**

1. The Contractor shall maintain at its expense during the term of this Contract, and supply proof, the following insurance:
 - A. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than **\$3,000,000** (Three Million Dollars) per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.
 - B. **Motor Vehicle Liability Insurance**, including applicable No-Fault coverage, with limits of liability not less than **\$3,000,000** (Three Million Dollars) per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned, all non-owned, and all hired vehicles.
 - C. **Worker's Compensation Insurance**, including Employer's Liability coverage, in accordance with all applicable statutes of the State of Michigan.
2. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City; alternately, contractor may agree to provide notice of such cancellation or reduction.
3. The City of Novi shall be named as Additional Insured. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the contract. Said coverage shall be PRIMARY COVERAGE rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the City
4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.

6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The City has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS

HOLD HARMLESS/INDEMNITY

1. The Contractor agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:
 - A. Acts or omissions by the Contractor, its agents, employees, servants and contractors in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and contractors.
 - B. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.
 - C. The Contractor agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the Contractor and due to the acts or omissions of the Contractor or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The Contractor agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the Contractor under this Agreement due to the above-referenced acts or omissions.
2. The Contractor agrees that it is its responsibility and not the responsibility of the City to 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.
3. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. 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.

CONTRACTOR SERVICES AGREEMENT

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, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, Michigan 48375, hereinafter referred to as the "City" and _____ whose address is _____, 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 water main breaks which are a part of the City's distribution system; and

WHEREAS, the Contractor has submitted a bid to the City for the purpose of providing those water service installations and water main break repairs and doing such additional work as requested by the City; and

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 water main 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. Performance of this contract shall commence on _____ and end on _____. Upon mutual consent of the City and the Contractor, the contract may be renewed three (3) additional years in one (1) year increments at the same prices, terms, and conditions as the original contract.
4. Contractor shall respond on site 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.
5. 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.
6. 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.

7. The Contractor shall provide a billing to the Finance Department weekly or monthly, at 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 water main 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.

14. The City may, upon 30 days 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 30 days written notice to the Purchasing Manager.

15. 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.

SAMPLE AGREEMENT

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 prior 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 last listed below.

WITNESSES AND DATES OF SIGNATURES:

CITY OF NOVI

Date: _____

By: Robert J. Gatt, Mayor

Date: _____

BY: Cortney Hanson, City Clerk

CONTRACTOR:

Date: _____

BY:



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	
1"	Long (31-60 ft)	EACH	
1"	Additional length for service lines over 60 feet	PER FOOT	
1"	Additional cost for tapping 24" pre-stressed concrete water main (in addition to cost above)	EACH	
1-1/2"	Short (30 ft or less)	EACH	
1-1/2"	Long (31-60 ft)	EACH	
1-1/2"	Additional length for service lines over 60 feet	PER FOOT	
1-1/2"	Additional cost for tapping 24" pre-stress concrete water main (in addition to cost above)	EACH	
2"	Short (30 ft or less)	EACH	
2"	Long (31-60 ft)	EACH	
2"	Additional length for service lines over 60 feet	PER FOOT	
2"	Additional cost for tapping 24" pre-stress concrete water main (in addition to cost above)	EACH	

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

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

We acknowledge receipt of the following Addenda: _____
(please indicate numbers)

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

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) _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Agent's Name _____

Agent's Title _____

Signature _____

E-mail _____

Date _____



CITY OF NOVI
CONTRACTOR QUALIFICATIONS QUESTIONNAIRE
WATER SERVICE CONNECTIONS

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

Name of Firm _____

Address: _____

City, State Zip _____

Telephone _____ Fax _____

Mobile _____

Agent's Name (please print) _____

Agent's Title _____

Email Address: _____

Website _____

1. Organizational structure: Corporation, Partnership, etc. _____

2. Firm established: _____ Years in business: _____

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? _____ Part time? _____

6. Are you able to provide insurance coverage as required by this ITB? _____

7. 24/7 Emergency Telephone Number _____

8. Provide your procedure for handling night & weekend calls

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. _____

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

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.

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:

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.

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 _____

Address _____

Phone _____ Contact name _____

Company _____

Address _____

Phone _____ Contact name _____

Company _____

Address _____

Phone _____ Contact name _____

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) _____

Date _____