



**CITY OF NOVI CITY COUNCIL
MAY 10, 2021**

SUBJECT: Consideration of approval to award a unit price Water Service Connections Contract to D&D Water & Sewer, Inc., the lone bidder, for a term of one year with three one-year renewal options for an estimated annual amount of \$175,000.

SUBMITTING DEPARTMENT: Department of Public Works, Water and Sewer Division

EXPENDITURE REQUIRED	\$ 175,000 (estimated cost for one year)
AMOUNT BUDGETED	\$ 200,000 FY 2021-22 Budget
APPROPRIATION REQUIRED	\$ 0
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.

Only one bid was received on March 30, 2021 after the 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 the bidder, including 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's bid has been reviewed and is considered to be a responsive and responsible bid.

The City of Novi has used D&D since 2004, during which time they have 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 lone bidder, for a term of one year with three one-year renewal options for an estimated annual amount of \$175,000.

**Water Service Connections Bid Tabulation
March 30, 2021 2:00 P.M.**

			D & D Water & Sewer, Inc.
	Description	Unit of Measure	
	A. Base Bid - Water Service Connections		
1	1" Short (30' or less)	each	850
2	1" Long (31-60')	each	1,350
3	Addl footage over 60'	per ft	19
4	Addl cost for tapping 24" pre-stressed concrete water main (in addition to cost above)	each	600
5	1-1/2" Short (30' or less)	each	1,300
6	1-1/2" Long (31-60')	each	2,000
7	Addl footage over 60'	per ft	22
8	Addl cost for tapping 24" pre-stressed concrete water main (in addition to cost above)	each	600
9	2" Short (30' or less)	each	1,400
10	2" Long (31-60')	each	2,650
11	Addl footage over 60'	per ft	24
12	Addl cost for tapping 24" pre-stressed concrete water main (in addition to cost above)	each	600
	B. 24 Hour Water Main Work		
1	Directional drill up to 2" service line	per ft	25
2	Dig thru frost	per tap	350
3	Minimum chg-main break- (7:30am-4pm)	each	500
4	Minimum chg- main break (after 4 pm)	each	500
5	Backhoe w/operator (7:30 am-4 pm)	per hour	95
6	Backhoe w/operator (after 4 pm)	per hour	105
7	Laborer (7:30am - 4 pm)	per hour	55
8	Laborer (after 4 pm)	per hour	65
9	Dump truck w/driver up to 10 cu yds (24/7)	per hour	95
10	Hydraulic excavator w/driver to 3 cu yds (24/7)	per hour	125
11	Mobilize excavator to 3 cu yds (24/7)	each	500
12	Abandon water service	each	500
13	Labor & equipment to remove & replace fire hydrant	each	3,500
14	Additional charges for HDPE fusion taps	each	100
15	Pipe bursting up to 8" water main	per ft	150
16	Pipe re-lining, up to 8" water main	per ft	500
17	Remove and replace curb box & rod	each	350
18	Site Restoration Work (if requested) including labor & equipment	per hour	50
19	Sod restoration, including topsoil (if requested)	per square yd	18
20	Sand Backfill (if requested)	per square yd	30
21	21AA Aggregate (if requested)	per square yd	30
	Comments/Exceptions		n/a



CITY OF NOVI

WATER SERVICE CONNECTIONS CONTRACT

BID FORM

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

A. BASE BID – WATER SERVICE CONNECTIONS

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

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

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

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

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

No Exceptions

COMMENTS: _____

NON-IRAN LINKED BUSINESS

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

THIS BID SUBMITTED BY:

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

Address 5700 Sheldon Rd S

City Canton State MI Zip 48188

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

Agent's Name Mark DiMicihele

Agent's Title President

Signature 

E-mail Markd@ddwatersewer.com

Date 3/30/2021



CITY OF NOVI

CONTRACTOR QUALIFICATIONS QUESTIONNAIRE

WATER SERVICE CONNECTIONS

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

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

1. Organizational structure: Corporation, Partnership, etc. S Corporation
2. Firm established: August 9, 1970 Years in business: 50
3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?
No Yes Reason: _____

4. Under what other or former names has your organization operated?

5. How many current full time employees? 22 Part time? _____

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

7. 24/7 Emergency Telephone Number 734-368-2375

8. Provide your procedure for handling night & weekend calls
Phone line is monitored 24/7, emergency repairs will be responded to in 2 hours.

9. Provide information relative to the experience your company has had working with municipalities. Please provide the names of municipalities where services have been provided. Company has provided water service and emergency repairs since its inception in 1970. Current municipalities we are working in are, Novi, Browntown Twp, Huron Twp, Flat Rock, S Rockwood, Brownstown Twp, Van Burent Twp, Dearborn Heights, Redford Twp, Livonia and others.

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

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

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

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

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

See Attachment A

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

See Attachment B

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

Company Charter Township of Brownstown

Address 21313 Telegraph Rd, Brownstown MI 48183

Phone 734-675-4000 Contact name Bill Turner

Company Huron Charter Township

Address 22950 Huron River Dr, New Boston MI 48164

Phone 734-753-4466 Contact name Jim Lancaster

Company City of Dearborn Heights

Address 24600 Van Born Rd, Dearborn Heights MI 48125

Phone 313-791-6000 Contact name John Selmi

Please see attachment C for Additional References

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

No Yes

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

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative: 

Representative's Name (please print) Mark DiMichele

Date 3/30/2021



D & D Water & Sewer, Inc.

5700 Sheldon Rd S
Canton, MI 48188

Trucks		Equipment	
2021 Peterbuilt Tri Axle Dump Truck		2021 Cat 930M Loader	
2005 GMC Tandem Axle Dump Truck		2020 Cat 315FL Excavator	
2004 GMC Tandem Axle Dump Truck		2018 Yanmar SV100 (2)	
1998 Volvo Tandem Axle Dump Truck		2019 Case WT SN Backhoe	
2001 Ford Single Axle Dump truck		2016 Cast WT SN Backhoe	
2003 Ford F650 Service Truck		2018 Cat 257B Skid Steer	
2005 Ford F750 Service Truck		2020 Cat 259 Skid Steer	
2011 Ford F550 Service Truck		36x50 Universal Directional Drill	
2011 Ford F350 Service Truck		DT10 Ditchwitch Directional Drill	
2011 Ford F350 Pickup Truck		P80 Ditchwitch Directional Drill	
2019 Ford F350 Pickup Truck		185 CFM Air Compressor	
2016 GMC 3500 Service Truck		Traffic Arrowboard (2)	
2018 GMC 3500 Service Truck		Hydraulic Breaker for excavator	
2006 Kenworth T800 Tractor		36 in Concrete Saw	
2005 Ford F750 2000 Gal Water Truck		8x20 Trench Box (2)	
		6x15 Trench Box	
Trailers		Misc Road Plates and Sheets	
2002 Talbert 55 Ton Lowboy		Hammerhead HB100 Pipe Bursing Machine	
2018 Coras 4 axle Semi Dump		McElroy 6-18 Tracstar fusion machine	
2005 15 ton Eager Beaver Tag Trailer (2)		McElroy 4-12 Fusion Machine	
2005 20 ton Eager Beaver Tag Trailer		McElroy 1-4 Bulldog Fusion Machine	
2005 25 ton Eager Beaver Tag Trailer		McElroy 2-6 Bulldog Fusion Machine	
2015 PJ 8 ton Tag Trailer		Mueller B 101 Tap Machine (5)	
2003 Corlander 8t ton Tag Trailer		Mueller D 5 Tap Machine (3)	
		Tap Mate 4-12 Live Tap Machine	
		Ford Tap Machine (4)	
		Electrofusion Processor	
		Line Locators (4)	
		Vermeer Vacuum Excavator	
		5000 Watt Generator (5)	
		2 in Electric Pump (8)	
		3in Hydraulic Pump	

Quality Service Since 1970



D & D Water & Sewer, Inc.

5700 Sheldon Rd S
Canton, MI 48188

Attachment B			
Current Contracts			
	Value	% Complete	completion Date
City of Livonia 2020 DWRP 43,000 lf prechlorinated water main pipebursting	\$ 8,000,000		10/1/2021
City of Dearborn Heights 2021 Water Main Program 7,000 lf prechlorinated water main pipebursting	\$ 1,200,000		1/1/2022
Huron Township 2020 Water Main Project 7,000 lf prechlorinated water main pipebursting	\$ 1,200,000		not started in for permits
St Clair Shores Lead water Service Replacement As needed replcements	\$ 500,000		on going
Garden City Lead water Service Replacement As needed replcements	\$ 500,000		on going
Wyandotte/Riverview Lead water Service Replacement As needed replcements	\$ 50,000		not started
Brownstown Township Water Service installs	\$ 100,000		on going
Van Buren Twp Water Service installs	\$ 50,000		on going
Flat Rock, S Rockwood, Rockwood Water Service Installs	\$ 10,000		on going
City of Novi Water Service installs	\$ 350,000		renewal out for bid

Quality Service Since 1970



D & D Water & Sewer, Inc.

5700 Sheldon Rd S
Canton, MI 48188

Attachment C

References								
References								
Municipalities								
1	City of Westland			Tony Clish				
				734-765-9561				
2	Redford Township			Paul Horen				
				313-387-2615				
3	City of Flat Rock			Justin				
				313-580-0191				
4	Village of S Rockwood			Art				
				734-231-0250				
5	Van Buren Township			Marty Ladd				
				734-740-1542				
6	City of St Clair Shores			Russ Miller				
				586-298-7849				
7	City of Livonia			Todd Zilincik				
				734-564-9302				
8	Superior Township			Ricky Harding				
				734-216-9367				
Engineering Consultants								
1	Wade Trim Associates			Johnny Leveratte				
				734-947-9700				
2	Hennesey Associates			Jim Hollandsworth				
				734-759-1600				
3	Charles Raines Assoc			Joe Jressati				
				734-285-7510				
4	OHM			Mike McNut, George Tsakoff, Greg Marker				
				734-522-6711				
5	Hubbell Roth and Clark			Dan Mitchell, Brad Shepler, Jack Nagle				
				248-454-6300				
Contractors								
1	Stante/BV Excavating			Nello Stante				
				248-624-0030				
2	Sole Construction			Aboud Atiyeh				
				734-326-5455				
3	Pulte Homes			John Carson				
				248-284-5300				

Quality Service Since 1970



**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, **March 30, 2021**, at which time bids will be opened and read. Bids shall be addressed as follows and delivered to:

**CITY OF NOVI
FINANCE DEPARTMENT**
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.

Tracey Marzonie
Purchasing Department

Notice dated: March 12, 2021

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	March 12, 2021
Last Date for Questions	Tuesday, March 23, 2021 by 12:00 P.M. Submit questions via email to: Tracey Marzonie, Purchasing tmarzonie@cityofnovi.org
Response Due Date	Tuesday, March 30, 2021 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 **one (1) unbound signed** copy of your bid. 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

To be considered, bids must be submitted as specified in the Notice page, on or before the specified time and date. There will be no exceptions to this requirement. Faxed, emailed, or telephone bids are not acceptable.

Bids must be signed by an Authorized Representative of the submitting company on the enclosed form when one is provided. Bids must show unit and total prices when requested. In case of mistakes in price extension, unit pricing shall govern. *ANY CHANGES MADE ON THE BID FORM MUST BE INITIALED OR YOUR BID MAY BE CONSIDERED NON-RESPONSIVE.*

A bid may be withdrawn by giving written notice to the Purchasing Accountant 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.

INELIGIBILITY OF IRAN LINKED BUSINESS

Under 2012 PA 517, an Iran Linked Business, as defined therein, is not eligible to contract with the City and shall not submit a bid.

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. Any exceptions to the specifications must be noted on the bid form.

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 will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City of Novi. Qualifications, experience, references, comparable projects, price, previous experience with vendor/contractor, delivery, and other factors will be considered in the evaluation process and award of contract. 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.

After contract award, a summary of total price information for all submissions will be posted on the MITN website at www.mitn.info.

The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.

VENDOR DISQUALIFICATION

The City maintains the right to disqualify vendors under the following conditions:

1. In addition to any other remedies authorized by law, a vendor may be disqualified from bidding on any City contracts for up to three (3) years if it has been determined that the vendor, after award of the contract:
 - (a) Failed to provide the service or supplies required;
 - (b) Provided the service or supplies in an untimely manner causing delays and

- interference;
- (c) Lacked financial resources and the ability to satisfactorily perform the contract or provide the services or supplies;
 - (d) Exhibited poor quality of performance in delivering the service;
 - (e) Delivered poor quality of goods;
 - (f) Failed to comply with laws and ordinances relating to the contract performance;
 - (g) Defaulted on its quotations;
 - (h) Such other action what leads the City to believe that the contractor's duties will not comport or comply with the bid requirements.
2. Vendors who are listed on the Excluded Parties List System at www.sam.gov

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.

SAFETY REQUIREMENTS

The Contractor shall be solely responsible for the entire work site and provide all necessary protections as required by laws or ordinances governing such conditions and as required by the Owner. He shall be responsible for any damage to the Owner's property or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the owner arising from such damages.

The Contractor shall provide all necessary safety measures for the protection of all persons on the work, and shall fully comply with all state laws or regulations and Michigan State building code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all necessary protective devices and signs throughout the progress of the work.

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.

NOTICE TO BIDDERS

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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. . This email is to be used for invoices and statements only and not for any other type of communication or sales. We are unable to respond to any inquiries from this email.

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.

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 Type text here 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: Courtney Hanson, City Clerk

CONTRACTOR:

Date: _____

BY: _____



D & D Water & Sewer, Inc.

5700 Sheldon Rd S
Canton, MI 48188

CITY OF NOVI FINANCE DEPT.
45175 TEN MILE RD
NOVI, MI 48375
WATER SERVICE CONNECTIONS BID

3/30/31

1:30

KJ