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DEPARTMENT OF PUBLIC WORKS
Justin Westlake
Director
Derek Diederich
Administrative Superintendent
Frank Fisher
Engineering Superintendent
Scott McGrady
DPW Superintendent
Derek Vandam
DPW Superintendent

DATE: August 15, 2022
TO: Honorable Waterford Township Board of Trustees
FROM: Justin Westlake; DPW Director 
RE: Pipeline Management Proposal / Budget Amendment Request

Waterford Township has approximately 1,775,000 feet of sewer main in our system that requires scheduled maintenance. The DPW has worked with Pipeline Management Co. Inc. to come up with the attached proposal for sewer jet and cleaning services in 2022. While Waterford DPW does a lot of sewer pipe cleaning, supplementing what our staff can do will provide a more reliable system. Beginning this fall, Pipeline Management will be cleaning/jetting approximately 1/7th of all the sewer main in Waterford every year, with a goal of cleaning every sewer main in Waterford every seven years.

Pipeline Management is a single source vendor for Waterford Township and has agreed to extend pricing from their contract with Oakland County to Waterford for this work. The supporting documentation is attached to this memo. Pipeline Management has completed several sewer related jobs for Waterford DPW and have always been reliable while also producing a quality product. The DPW recommends using Pipeline Management for this work.

To get this work completed in 2022 utilizing lower pricing we are requesting a budget amendment in the amount of \$369,522.14 to account number 59055-97010.

Township Board Requested Action:

Approve Pipeline Management to complete the attached sewer maintenance work for a price not to exceed \$369,522.14 and authorize a budget amendment in the amount of \$369,522.14 to account number 59055-97010.

With us there are no boundaries

1. Water Costs
2. Disposal Costs
3. Locating, modifying, excavating, or backfill of manholes.
4. Off Road access for our trucks.
5. By-Pass Pumping, if needed, to perform the cleaning, cutting and CCTV in an efficient manner will be provided by others. Operation of any pumping or metering stations to be performed by others. We will provide a plug for sewer runs up to 18" diameter at no cost to facilitate cleaning without bypass in high flow runs provided we receive clear written direction as to the elevation above the plug the sewage can be allowed to rise in the manhole closest to the run being cleaned. We will only consider plugging to facilitate cleaning, cutting, and CCTV if in our estimation; the plugging will allow us ample time to perform the required work on that specific run without having to release the plug more than once.
6. Permits, bonding or inspection fees. If a performance bond is needed add 2.5% to our pricing.
7. Indoor heated parking area for our equipment when overnight temperatures can be reasonably anticipated to approach freezing.
8. Restoration.

Section 3. TERMS AND CONDITIONS. This Agreement is contingent upon the following terms and conditions:

- a. ARBITRATION.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules [including the Optional Rules for Emergency Measures of Protection]. Notwithstanding the foregoing, either party may immediately bring a proceeding seeking preliminary injunctive relief in a court having jurisdiction thereof which shall remain in effect until a final award is made in the arbitration. If the arbitrator determines that a party has generally prevailed in the arbitration proceeding, then the arbitrator shall award to that party its reasonable out-of-pocket expenses related to the arbitration, including filing fees, arbitrator compensation, attorney's fees and legal costs. The arbitration hearing shall take place in Michigan before a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof
- b. Limits of Liability.** In consideration of Pipeline's agreement to maintain no less than \$3,000,000 of comprehensive general liability Subcontractor's liability to the Contractor for any matter covered by such insurance will be limited to the extent of such insurance and the Contractor will indemnify and hold Pipeline harmless from any third-party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damages relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.
- c. LIMITED WARRANTY.** IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY, WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SUBCONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY SUBCONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF SUBCONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF SUBCONTRACTOR'S WORK, PROVIDED OWNER OR CONTRACTOR AFFORDS SUBCONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
- d. MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES.** Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.
- e. UNIT PRICES APPLY.** Quantities are estimated. Unit prices apply for actual invoice and payment.
- f. INVOICING and PAYMENT.** Payments are due at net within thirty days of invoice. Final payment is due within thirty days of invoice date. Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.
- g.** Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of Subcontractor.
- h. NOTICE OF COMMENCEMENT.** Pipeline shall be furnished with a Notice of Commencement within one week of this Agreement identifying the Owner's designated agent's identity and address for purposes of compliance with the applicable construction or mechanic lien statutes.

THIS AGREEMENT IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON CONTRACTOR'S ACCEPTANCE OF THE TERMS OF THE AGREEMENT AS WELL AS SECTION 2 STANDARD INCLUSIONS AND EXCLUSIONS AND SECTION 3 TERMS AND CONDITIONS. PIPELINE OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS.

SUBCONTRACTOR:

Pipeline Management Company, Inc.

By: _____

Dave Lusky, VP & General Manager

Print Name & Title

Dated: _____

CONTRACTOR:

Waterford Township DPW

By: _____

Print Name & Title

Dated: _____

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other contract document, it shall not be acknowledged without this accepted proposal as an attachment.

Oakland County Water Resources Commissioner
 Event No. 000000010 - Sewer Cleaning Bid Date July 19, 2022
 Labor Rate Payment Schedule

Proposed 2022 Prices

Description	Std.	1.5 O.T.	Double
	Rate	Rate	Time Rate
Field Superintendent	90.00	135.00	180.00
Foreman	75.00	112.50	150.00
Operator/Driver	70.00	105.00	140.00
Spot Liner Driver/Operator	90.00	135.00	180.00
Laborer	65.00	97.50	130.00

Proposed 2023 Prices

Description	Std.	1.5 O.T.	Double
	Rate	Rate	Time Rate
Field Superintendent	92.00	138.00	184.00
Foreman	77.00	115.50	154.00
Operator/Driver	72.00	108.00	144.00
Spot Liner Driver/Operator	92.00	138.00	184.00
Laborer	67.00	100.50	134.00

Proposed 2024 Prices

Description	Std.	1.5 O.T.	Double
	Rate	Rate	Time Rate
Field Superintendent	95.00	142.50	190.00
Foreman	80.00	120.00	160.00
Operator/Driver	75.00	112.50	150.00
Spot Liner Driver/Operator	95.00	142.50	190.00
Laborer	70.00	105.00	140.00

NOTES:

- 1) Standard Rates: First 45 Hours per week (Monday Thru Friday)
- 2) 1.5 O.T. Rates: Over 45 Hours per week and between the hours of 10 P.M. & 8 A.M. when part of the same shift. Saturday work at 1.5 O.T. Rate.
- 3) Double Time Rates: Sunday and legal holidays.
- 4) Mobile equipment and one driver per unit will charge actual time up to a maximum of 45 minutes for each daily mob and again for each demob from the jobsite daily.
- 5) No travel time will be billed for job labor not specifically driving equipment to and from the worksite. Includes fueling time.
- 6) A minimum showup time of two hours will be paid for crews that have mobilized but are unable to work for conditions outside of their control.
- 7) If the Vactor is mobilized and not used but required to recirculate due to cold weather conditions, the Vactor shall be charged at full time due to need to keep water on the truck from freezing.