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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: April 3, 2023
TO: Honorable Waterford Township Board of Trustees
FROM: Justin Westlake; DPW Director 
RE: Pipeline Management Proposal – Sewer Lateral Lining Work

I am requesting Township Board approval for the cleaning, lining, and CCTV of 16 sewer laterals in Waterford Township. The list of where these laterals are located in Waterford is attached to this document. As you are aware, we have been experiencing issues with tree roots infiltrating these sewer laterals, which has caused blockages and other related problems. To address this issue, we have installed cleanouts on these laterals, and now we are seeking to have them cleaned, lined, and CCTV'd to prevent future problems. These laterals go across paved roads so excavating them will prove costly; therefore, we recommend lining them.

We are proposing to use Pipeline Management Co. to do this work for us. Pipeline Management is a single source vendor for Waterford Township and has a track record of doing quality work on projects we have hired them to complete in the past. Additionally, they offer Waterford Township pricing from their contract with Oakland County, which will save us money on this project.

Cleaning, lining, and CCTV of sewer laterals is a budgeted expense for 2023, and we are confident that this work will prevent future issues with tree roots infiltrating these laterals. We believe that it is in the best interest of Waterford Township to move forward with this project as soon as possible to prevent future backups and potential health hazards.

The cost of this project is estimated at \$135,396. I am also requesting a 10% contingency in the amount of \$13,540 for this project for a total of \$148,936 to be take from account # 59055-97010.

If you have any questions or concerns about this proposal, please do not hesitate to contact me.

Township Board Requested Action:

Approve Pipeline Management to complete the attached sewer lateral work for a price not to exceed \$148,936 from account number 59055-97010.

With us there are no boundaries

WorkOrderId	Description	Status	Proj Start Date	Address
527614	Contracted Sewer Lateral Rehab	OPEN	03/8/2023 03:34	3522 BROOKDALE ✓
527615	Contracted Sewer Lateral Rehab	OPEN	03/8/2023 03:38	1233 BANGOR ✓
527616	Contracted Sewer Lateral Rehab	OPEN	03/8/2023 03:40	1036 BOSTON AVE ✓
527617	Contracted Sewer Lateral Rehab	OPEN	03/8/2023 03:42	6468 HARRIET ✓
527618	Contracted Sewer Lateral Rehab	OPEN	03/8/2023 03:44	2951 WALLSEND ✓
527620	Contracted Sewer Lateral Rehab	OPEN	03/8/2023 03:45	1643 IRWIN
527621	Contracted Sewer Lateral Rehab	OPEN	03/8/2023 03:46	1657 IRWIN
527622	Contracted Sewer Lateral Rehab	OPEN	03/8/2023 03:48	1662 IRWIN
527624	Contracted Sewer Lateral Rehab	OPEN	03/8/2023 03:49	1746 IRWIN
527625	Contracted Sewer Lateral Rehab	OPEN	03/8/2023 03:50	1634 IRWIN DR
527626	Contracted Sewer Lateral Rehab	OPEN	03/8/2023 03:52	1298 S CASS LAKE RD ✓
528172	Contracted Sewer Lateral Rehab	OPEN	03/28/2023 09:31	3461 FORT DR
528173	Contracted Sewer Lateral Rehab	OPEN	03/28/2023 09:37	3462 FORT DR
528174	Contracted Sewer Lateral Rehab	OPEN	03/28/2023 09:40	3473 FORT DR
528175	Contracted Sewer Lateral Rehab	OPEN	03/28/2023 09:42	3474 FORT DR
528176	Contracted Sewer Lateral Rehab	OPEN	03/28/2023 09:43	3485 FORT DR

03-28-23 16 ct.

03-29-23
 HAVE CLEAN-OUTS
 BEEN INSTALLED?
 = YES ALL HAVE
 NEW CLEAN-OUTS
 INSTALLED ☺



PIPELINE MANAGEMENT CO., INC.

Michigan Department of Transportation Prequalified Contractor
Pipeline Inspection, Maintenance, Repair and Rehabilitation

QUOTATION-OWNER

To: Waterford Township
Mr. Scott McGrady
5240 Civic Center Drive
Waterford, MI 48329

Date: April 1, 2023
Expiration Date: 30 Days from Submittal Date
Project Name: Lateral Lining
Payment Terms: Net 30-1.5% Int. Per Month Thereafter

PIPELINE MANAGEMENT COMPANY, INC. (hereinafter Contractor or Pipeline) proposes to perform the work identified in Section 1 in accordance with the Project's Contract Documents or Owner's reasonable written direction when no plans are provided.

Section 1. SCOPE OF WORK/ASSUMPTIONS/PRICING. Upon notification by Owner, Contractor agrees to provide all work necessary to complete the project as more particularly described below:

Itemized Invoice Detail					
No.	Description	Quantity		Unit Price	Extension
1.	Mobilization	1	LS	\$6,500.00	\$6,500.00
2.	Pre-Cleaning/CCTV Laterals	16	EA	\$1,540.00	\$24,640.00
3.	Service Connection Seals + Lat. Liners up to 5'	16	EA	\$4,950.00	\$79,200.00
4.	6" Lateral Liners > 5'	464	LF	\$54.00	\$25,056.00
Total Invoice Amount					\$135,396.00

Project Specific Notes

1. PMC will clean and televise and then line 16 laterals as identified by Waterford Township.
2. Waterford Township will provide access to an adjacent hydrant for water at no cost to PMC.

Section 2. STANDARD INCLUSIONS AND EXCLUSIONS. This Agreement includes the following standard proposal inclusions and exclusions.

Proposal inclusion:

1. One mobilization and Demobilization to the project site.
2. Standard Confined Space Entry Practices.
3. Work will be performed Monday through Friday during normal daytime working hours unless otherwise noted.
4. Certificate of Insurance not including Primary or Non-Contributory Coverage.
5. Post Prep Video and Logs (no audio).
6. Traffic Control Devices Limited to 12 Traffic Cones and 4 Traffic Signs.
7. Cleaning to be performed with a Jetter/Vac using industry standard nozzles.

8. Cutting to be performed with industry standard hydro nozzle and or chain knockers.
9. Our quote is based data on logs and videos provided for bidding purposes.

Proposal Exclusions:

1. Traffic Control beyond that stated above.
2. Locating, modifying, excavating, or backfill of manholes.
3. Off Road access for our trucks.
4. One setup (with a reverse if necessary) per manhole run is included. If more than one set up is required because of field or pipe conditions that necessitate we terminate the prep work while we await direction, point repairs, or assessments; Pipeline will be compensated for the additional set up and tear down at mutually agreed upon prices prior to performing the additional work. If field conditions require backward cleaning or cutting, it will be the responsibility of others to alert those connected to the sewer and to secure the property from sewer backups. If Pipeline is required to clean, backward cut or work with reduced pressures we will receive additional compensation at mutually agreed upon prices prior to work being performed.
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. Water is to be provided at no cost from hydrants immediately adjacent to the work area or trucked by others to our cleaning equipment.
7. Permits, bonding or inspection fees. If a performance bond is needed add 2.5% to our pricing.
8. Disposal of debris to be provided by others at no cost to Pipeline within a 20-mile drive of the work site. Pipeline will be compensated at \$4.00 per mile for dumpsites beyond 20 miles.
9. Indoor heated parking area for our equipment when overnight temperatures can be reasonably anticipated to approach freezing.
10. 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 Contractor's liability to the Owner for any matter covered by such insurance will be limited to the extent of such insurance and the Owner 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, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR 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 Contractor.

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

CONTRACTOR:

OWNER:

Pipeline Management Company, Inc.

Charter Township of Waterford

By: _____

By: _____

David Lusky, Owner/Vice President

Print Name & Title

Print Name & Title

Dated: _____

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.