

**CONTRACT DOCUMENTS FOR
BID NO. DPW 2023-00-01
10**



**PREPARED BY:
CHARTER TOWNSHIP OF WATERFORD
DEPARTMENT OF PUBLIC WORKS
5240 Civic Center Drive
Waterford, MI 48329
WWW.WATERFORDML.GOV**

May 2023

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CHARTER TOWNSHIP OF WATERFORD
Department of Public Works
Oakland County, Michigan

ADVERTISEMENT FOR

BID NO DPW 23-00-01 DEPTMENT OF PUBLIC WORKS VALVE ASSESSMENT AND EXERCISING PROGRAM

Sealed Bids for the project entitled “**BID NO. DPW 23-00-01 Valve Assessment and Exercising Program**” for the Charter Township of Waterford will be received at the Clerk’s Office, 5200 Civic Center Dr., Waterford, Michigan 48329 on or before, but not later than 2:00 pm, local time on June 29, 2023. All bids received will be publicly opened and read aloud at that time.

All bids shall be delivered to the Waterford Township Clerk’s Office in sealed envelopes. The outside of the envelope containing the bid shall bear the name of the Bidder, their address, license number if applicable, and the name of the project for which the bid is submitted.

The scope of this contract shall include all labor, materials, equipment, supplies, service and insurance by the Bidder to complete the bid entitled: **BID NO. 23-00-01 DPW Valve Assessment and Exercising Program** in accordance with these entitled specifications.

Bid documents may be obtained through Michigan Intergovernmental Trade Network (MITN) at www.bidnetdirect.com/mitn or Waterford Township’s website www.waterfordmi.gov on or after May 30, 2023. A public viewing copy is available at the Waterford Township Clerk’s Office, 5200 Civic Center Dr., Waterford, MI 48329.

Each bid shall be accompanied by a bid security in the amount of five percent of the bid amount subject to the conditions in the Information to Bidders.

A bidder will be permitted to withdraw their bid unopened after it has been deposited, if such request is received prior to the time specified for opening bids and provided that their identity is made known and the responsible party signs for the bid. No bid shall be withdrawn after the opening of the bids without the consent of the Township for a minimum of one hundred twenty days (120) from the scheduled time for closing bids.

The Township reserves the right: to accept any or all alternative bids; to award the Contract to other than the lowest Bidder; to waive any irregularities of 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 Township, in its sole discretion, to be in the best interest of the Township. Conditional bids will not be considered.

WATERFORD TOWNSHIP, MICHIGAN
BY ORDER OF:

Kim Markee, Township Clerk

**THIS ADVERTISEMENT, AS WELL AS SPECIFICATIONS, MAY ALSO BE
ACCESSED ON THE WATERFORD TOWNSHIP WEBSITE AT
WWW.WATERFORDMI.GOV**

**CHARTER TOWNSHIP OF WATERFORD
PROJECT BID NOTICES AND DOCUMENTS**

Bid Number: **23-02-01**

Project Name: **Valve Assessment and Exercising Program**

Bid Deadline: **Thursday, June 29, 2023 at 2pm**

Request for Bids. The Charter Township of Waterford (Township) is requesting sealed bids from qualified contractors to perform the Project named above as described in these Notices and Documents. For Bids to be considered they must be prepared and include all information and documents specified and be received at the Township Clerks Office, 5200 Civic Center Drive, 2nd Floor, Waterford, Michigan 48329 on or before the Bid Deadline stated above. **LATE BIDS WILL NOT BE ACCEPTED OR CONSIDERED.** Immediately after that time all timely bids that have been received will be publicly opened in the Township Hall Auditorium and be identified and summarized by reference to contractor names and base bid prices, and thereafter be subject to public disclosure under the Freedom of Information Act.

Bid Validity and Bid Bond/Security. Bids shall be valid for 120 days, and may not be withdrawn, after the Bid Deadline. Bids may be withdrawn by a signed written notice referencing the Bid and delivered to the Township Clerk before the Bid Deadline. Bids shall be accompanied by a Bid Surety Bond or Bid Security in the form of cash or cashier's check payable to the Township, in the amount of 5% of the amount bid for the Project. The Bid Bond or Security and all claims to a Contract for the Project shall be forfeited if a Bidder is awarded but does not sign the Contract or fails to comply with other contract award requirements within the time required. Bid Bonds or Security of Bidders not awarded the contract will be returned to them within 30 days after the Contract with the successful Bidder has been signed.

Project Specifications. The Project for which bids are requested is described in the **attached Project Specifications**. Bids shall be based on the contractor providing, securing, and paying for all work, labor, materials, equipment, supervision, administration, bonds, permits and insurance required for the timely commencement, performance, and completion of the Project in accordance with those Specifications.

Clarifications and Addendums. Clarifications of these Project Bid Notices and Documents, including the Project Specifications, may be requested in writing from the Township's Project Representative identified in the Project Specifications no later than ten (10) days before the Bid Deadline. If the Township responds to a clarification request, it will do so by a Clarification or Addendum posting on the Township's website for the Bids on this Project. The Township may also issue Addendums regarding the Project Specifications or any other aspect of these Project Bid Notices and Documents in the same manner. Any Township Clarifications or Addendums posted to the website at least three (3) days before the Bid Deadline shall be binding and considered applicable to all Bids that are received. The Township will not be responsible for any oral instructions or interpretations.

PRE-BID MANDATORY MEETING. Virtual mandatory meeting to review the project is scheduled for Wednesday, June 14, 2023 at 10 am at www.microsoft.com/en-us/microsoft-teams/join-a-meeting?rtc=1 using meeting ID: 212 330 212 894 with passcode: TbFdcz.

Bids from bidders that did not attend will not be considered. Project Representatives: Derek VanDam, DPW Superintendent, dvandam@Waterfordmi.gov, 248-618-7456.

Project Contract. The submission of a Bid constitutes agreement by the Bidder to the terms and conditions of the **attached Contract and Contract Conditions**, and to sign that Contract within 15 days of being notified of contract award by the Township.

Project Bonds. If the Project Specifications require Performance, Payment, and/or Maintenance and Guarantee Bonds, the submission of a Bid constitutes agreement by the Bidder to provide those bonds within 15 days of being

notified of contract award by the Township, with the bonds to substantially conform to the form, terms, and conditions of the **attached Bond form**.

Insurance. With any modifications specified in the Project Specifications or approved by the Township Board (or other Township official authorized to accept a Bid and award a Contract), the **attached Insurance Requirements** shall apply and be required by any Contract awarded for the Project. The submission of a bid constitutes a representation and agreement by the Bidder that it has the ability to and will comply with the **attached Insurance Requirements** and provide proof of such insurance within 15 days of being notified of contract award by the Township.

Required Bid Documents. For a Bid to be considered complete one (1) original all of the following shall be submitted in a single sealed envelope:

1. The fully and accurately completed and signed **Bid Form**.
2. The fully completed and signed **Bid Price Form** that is attached to the Project Specifications.
3. A Bid Bond or Bid Security in the amount and form described in this Notice.
4. Certificate(s) of Insurance confirming the Bidder's ability to satisfy the Insurance Requirements.
5. Non-collusion affidavit of prime Bidder.
6. Three professional references for whom they have performed similar work.
7. Legal status of the Bidder.

Bid Preparation/Submission Notices and Requirements.

1. Basis of Bids. The submission of a Bid constitutes an affirmative representation by the Bidder that it has: (i) complied, and its supplies, equipment, materials, and personnel will comply, with every requirement of these Project Bid Notices and Documents, (ii) conducted the inspections and examination of the Project Specifications and work sites and taken such other steps as may be reasonably necessary to ascertain the nature and location of the proposed work, the general and local conditions which may affect the work or the cost thereof, and other relevant matters concerning the work to be performed, (iii) independently formed a judgment that the Project Specifications and Contract are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for performance of the work, and (iv) if awarded the Contract, will not unlawfully discriminate or allow unlawful discrimination against any persons. Bidders are responsible for verifying the accuracy of all details which have been specified in the Project Specifications and information obtained from an officer, agent or employee of the Township shall not affect the risks or obligations assumed by the Bidder or relieve it from fulfilling the conditions of any Contract it is awarded. Bidders are responsible for all costs incurred in preparing and submitting a Bid.

2. Bid Prices and Quantities. A Bid on this Project shall be made using the Bid Price Form in the attached Project Specifications. A Bid may be rejected if it does not contain a price for each and every item named in the Bid Price Form for unit price bids, or for items used for additions or deductions, if requested. Any indications of quantities in the Project Specifications, although estimated with as much accuracy as possible, are to be regarded as approximate only, being given for general guidance and as a basis for comparing bids from all Bidders.

3. Signing of Bids. If the Bidder is other than an individual person, the legal name of the Bidder and the name, position and authority of the person signing on its behalf shall be legibly typed or printed, with that position and authority to be confirmed by documentation that is attached to the Bidder Information Form. If the Bidder is an individual, that individual shall sign the Bidder Information Form. Bidders are warned against making any erasures or alterations of the Bid. Bids which contain omissions, erasures, conditions, alterations, or additions not called for, may be rejected at the discretion of the Township. Each erasure or change must be initialed by the person signing the Bid.

4. Submission of Bids. Delivery by the Bid Deadline to the Township Clerk's office is the sole responsibility of the Bidder. Delays in the mail will not be considered, and faxed or emailed bids will not be accepted. Any Bid received after the Bid Deadline will be returned to the Bidder unopened. All Bids shall be delivered to the Township in a sealed envelope. The outside of the envelope containing the Bid shall include the Bid Number, Project Name, name of the Bidder, and Bidder's address. Any bids received after the deadline will be returned to the Bidder, unopened providing they are addressed as described. Bids not addressed as described may be returned opened.

5. Withdrawal and Modification of Bids. Bids may be withdrawn by a signed written notice referencing and identifying the Bid being withdrawn that is delivered to the Township Clerk before the Bid Deadline. Bids may be changed or modified before the Bid Deadline by a submission conforming to the above that clearly and conspicuously identifies what part of the earlier Bid is being changed or modified and that also includes the words “Bid Modification” on the sealed envelope.

6. Multiple Bids and Collusion Prohibited. The submission of multiple bids by the same Bidder (under the same or different names and considered to be any person or business entity that fully or partly owns or controls, or is owned or controlled by, the Bidder) and collusion among or between Bidders are prohibited, and if determined by the Township to have occurred, shall serve to disqualify all Bidders involved from a contract award.

Bid Opening, Review, Evaluation and Contract Award Process, Criteria, Reservations and Conditions

1. Bid Opening. Immediately after the Bid Deadline, all timely bids will be opened publicly in the Township Hall Auditorium and be identified and summarized by a Township representative reading the Bidder names and total base bids. After that all Bids shall be subject to public disclosure under the Freedom of Information Act.

2. Bid Review and Evaluation. After the Bid Opening, the Township Department responsible for the Project will review, evaluate, tabulate, and prepare a synopsis of the Bids, including extending the unit prices for unit price Contracts. The review and evaluation may include checking the truth, accuracy, and completeness of information submitted, contacting Bidder references, and performing any other investigation of one or more Bidders or their Bids that the Township determines to be appropriate, including to establish the responsibility, qualifications, and financial ability of Bidders to timely commence, perform and complete the Project.

The Township reserves the right to request additional information from one or more Bidders during the Bid review and evaluation process, with any such information to be provided within five (5) days of the Township’s request.

3. Bid Synopsis, Tabulation and Recommendation. Once the Bid Review and Evaluation is completed, the tabulation, synopsis, and a recommendation to the Township Board by the Township Department responsible for the Project shall be filed with the Township Clerk and a copy of the tabulation shall be provided. A recommendation to accept other than the lowest Bid shall identify the criteria listed below that justify the recommendation. Once filed with the Township Clerk, the tabulation, synopsis, and recommendation shall be subject to public disclosure under the Freedom of Information Act.

4. Bid Review Criteria. The review, evaluation, recommendation, and decisions on the tentative, conditional, or final acceptance of a Bid or Bids and the award of a Contract shall be based on a combination of factors that may include one or more of the following: (1) prices, (2) past performance on work of a similar nature to the Project, (3) past performance of contracts for townships or other municipalities or governmental agencies, (4) prior dealings and contracts with the Township, (5) availability of personnel, equipment, facilities and financial resources necessary to timely commence, perform, and complete the Project, (6) the skill, experience, and qualifications of a Bidder and its current personnel, (7) the results of reference checks, (8) the use, identity and location of proposed subcontractors and the portions of the Project they would perform, (9) the location of providers or quality or availability of materials proposed for the Project, (10) the presence in, proximity to, and economic and community ties to the Township of a Bidder through its offices, facilities, property ownership and Township residents employed, (11) Bid errors, omissions, or discrepancies, (12) evidence of unfair labor practices by a Bidder or its subcontractors, (13) evidence of Bidder collusion, (14) state or other governmental registrations or licenses held by Bidder and/or Bidder personnel that are applicable to performance of work on the Project, (15) legal existence and authority of Bidder to transact or conduct business in the State of Michigan, (16) length of time Bidder has been in business, (17) length of time Bidder has been performing work of the same type as Project, (18) length of time required by Bidder to perform, (19) ability and intention of Bidder to timely satisfy all bond and insurance requirements upon Contract award, and (20) any other factors considered by the Township to be in its best interest.

5. Township’s Reserved Rights Regarding Bids. The Township reserves the rights to reject any or all Bids, waive informalities, allow correction of errors or omissions, negotiate individually with one or more Bidders, waive or modify one or more of these Project Bid Notices and Documents, request Supplemental Bids, and to tentatively,

conditionally or finally accept one or more Bids and award a Contract to a Bidder determined to be a qualified and responsible contractor based on what the Township Board determines to be in the best interest of the Township. A determination to accept other than the lowest Bid based on price will identify the criteria that justify that determination, which may be the same or different than those provided in a Township Department review recommendation.

6. Withdrawal of Bid Acceptance and Revocation of Contract Award. Any acceptance of a Bid and Contract award shall not be binding on the Township and may be withdrawn for at least 15 days after the date of acceptance and until the selected Bidder has submitted the signed Contract, proof of insurance, and all required Bonds, and satisfied any other Township established bid acceptance conditions. During that period, the Township reserves the right to continue to review, evaluate, and investigate all Bids and Bidders, and for any reason determined to be in the best interest of the Township by the Township Board (or other Township Official authorized to accept a Bid and award a Contract), to withdraw the acceptance of a Bid and revoke a Contract award.

7. Conditional Bid Acceptance and Contract Award. The Township reserves the right to conditionally or subsequently accept a Bid from and award a Contract to the next most qualified Bidder if the selected Bidder does not submit the signed Contract, proof of insurance, and all required Bonds, and satisfy any other Township established bid acceptance conditions within the 15 days allowed for doing so.

THE FOLLOWING PROJECT BID DOCUMENTS ARE INCLUDED:

1. Advertisement for Bid
2. Project Bid Notices and Documents
3. Project Specifications
4. Bid Price Form
5. Bidder Information Form (completion and submission with attachments required for Bid)
6. Contract (to be signed by successful Bidder)
7. Contract Conditions (to be attached to and part of Contract)
8. Insurance Requirements (to be attached to and part of Contract with any modifications specified in Project Specifications or approved by the Township).
9. Performance Bond Form (providing form, terms and conditions for this Bond if required)

May 30, 2023

Charter Township of Waterford
Pam Lyman, Purchasing Agent

INFORMATION TO BIDDERS

1. PERMITS

The Bidder shall secure and pay for all permits and licenses required for the Contract. A Michigan Department of Transportation permit may be required for working in the right-of-way of Dixie Highway and Telegraph Road (M-24) and Highland Road and West Huron Street (M-59). A Road Commission for Oakland County (RCOC) permit may be required for working in other road rights-of-way in the Township.

2. LAWS AND REGULATIONS

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over administration of the Contract shall apply to the Contract throughout.

3. MATERIAL COMPLIANCE

Each Bidder is expected to base their bid on equipment, materials, and expertise complying fully with the Contract specifications.

4. TIME OF DELIVERY

The successful Bidder shall be required to deliver the required information within the time specified in the Specifications.

5. NON-ESCALATION CLAUSE

The Township will not recognize any claim for additional compensation for any increase in material cost.

6. ACCESS

The Bidder shall provide access for authorized representatives of federal, state, or local governmental agencies to the work whenever it is in preparation or progress, including proper facilities for such access and inspection. The Bidder shall also provide any authorized representative of the Township with any books, documents, papers, and records of the Bidder which are pertinent to the project for the purpose of making audit, examination, excerpts, and transcriptions thereof.

7. SUPPLIERS AND SUBCONTRACTORS

The successful Bidder shall supply the names and addresses of major material suppliers when requested to do so by the Township.

The successful Bidder may not utilize the services of subcontractors for any parts of the work. Subcontractors will not be allowed on the project.

8. PAYMENT SCHEDULE

The successful Bidder should submit pay applications to the DPW monthly based on the number of valves assessed and exercised. Supporting documentation, as required, will be submitted with each invoice. The DPW will process the invoice upon confirming the payment request amounts.

9. BIDDERS QUALIFICATION

No bid will be considered from any Bidder unless known to be skilled and regularly engaged in work of a character similar to that covered by the specifications. The Bidder shall submit a complete reference list and any other documentation showing that they are qualified to perform the Contract as outlined in these specifications.

It is the intention of the Township to award a Contract only to a Bidder who furnishes satisfactory evidence that they have the requisite experience and ability and that they have sufficient capital and facilities to enable them to complete the work successfully.

The Township reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Township that such Bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein.

10. DISQUALIFICATION OF BIDDER(S)

A previous failure on the part of any Bidder to perform a Contract satisfactorily for lack of experience, equipment, or capital necessary for the satisfactory completion of the work, will be sufficient cause for disqualification. All Bidders, as requested by the Township, must furnish qualification statements to be included in the bid.

11. AWARD OF THE CONTRACT

The Township reserves the right to reject any or all bids, including without limitation, the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional bids and to reject the bid of any Bidder if the Township believes it would not be in the best interest of the Contract to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Township.

The Township also reserves the right to waive all informalities not involving price, time, or changes in the Work to and to negotiate Contract terms with the successful Bidder. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices.

Discrepancies between words and figures will be resolved in favor of the words.

The Township may conduct such investigations as they deem necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the Bidders and suppliers to complete the Work in accordance with the Contract Documents to Township's satisfaction within the prescribed time.

If the Contract is to be awarded, it will be awarded on the basis of the lowest Total Base Bid to the Bidder whose evaluation by the Township indicates to the Township that the award will be in the best interest of the Project. Other alternatives will not be considered in the award of this Contract.

If the Contract is to be awarded, Township will give Successful Bidder Notice of Award within 30 days after the day of the bid opening.

The Township proposes to award a Contract for the specified services to the lowest responsive and responsible Bidder within a period of forty-five (45) days after the bids are received.

The Township, within ten (10) days of receipt of acceptable insurance, bonds and other Contract requirements shall sign the agreement and return to the Bidder an executed duplicate of the agreement. Should the Township not execute the agreement within such period, the Bidder may by written notice withdraw their signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Township.

12. BID REQUIREMENTS

The Bidder shall supply the Township with the following documents to make a bid complete.

1. The Bidder shall acknowledge receipt of any addenda by noting the addenda on the bid form and by return of any signed affidavit enclosed with each addendum.
2. The name of the Bidder and his official address and cell and office phone numbers shall be included on the bid form.
3. Legal status of the Bidder shall be included. If the Bidder is a corporation, the authorization of corporate officers authorizing the person signing the bid to obligate the corporation for a Contract shall be submitted.
4. All items on the bid form must be completed as noted in writing.
5. Non-collusion affidavit of Bidder.

13. SALES AND USE TAXES

The Bidder shall include in their Bid, all federal, state, and local sales and use taxes that may be applicable to the project.

CONTRACT CONDITIONS

These Contract Conditions are part of the Contract between the Charter Township of Waterford (Township) and the Contractor identified in the Contract and shall apply to the extent not in conflict with provisions of the Contract or Project Specifications.

1. SCOPE OF WORK

The work under this Contract includes the furnishing of all labor, materials, and equipment necessary for performing the work described in the advertisement and specifications.

2. PRE-PROJECT MEETING

The successful bidder who will be performing work on this contract shall be required to attend a pre-project meeting with the Township. It will be The Bidder's responsibility to contact the Township's duly appointed representative to schedule the meeting. Once the Contract is awarded and signed by all parties the successful Bidder will become the Contractor.

3. EMERGENCY PHONE NUMBERS

The Contractor shall supply the Township with the phone numbers of key supervisory personnel, where they can be reached in case of an emergency, during working hours or non-working hours. The phone numbers shall be on file with the Township's duly appointed representative prior to starting the project. Phone numbers of key personnel shall be supplied at the pre-project meeting.

4. SHOP DRAWINGS AND CERTIFICATES OF TESTING

The Contractor shall supply the Township with three (3) copies of shop drawings, certificates of testing, and material conformance documents, as required. No materials shall be incorporated into a project until approval has been received from the Township. The Township retains final approval of materials submitted.

5. INSPECTION AND TESTING OF MATERIALS

All materials, products and equipment supplied under this contract shall be subject to adequate testing and inspection in accordance with the accepted standards of the industry.

The Township reserves the right to test any product/material furnished at an independent testing laboratory of their own choosing, and the results of such test shall govern in product/material acceptance.

6. MATERIALS, SERVICES AND FACILITIES

Except as otherwise stated in the Contract or Project Specifications, the Contractor shall provide and pay for all permits, materials, labor, tools, equipment, transportation, supervision and all other services, extensions and facilities required to execute, complete, and deliver the product and services as specified.

7. PROGRESS MEETINGS, SCHEDULES, AND REPORTS

During the course of the work, if necessary, a progress meeting may be scheduled and held, at the very least, with the Township and the Contractor to coordinate, plan, and inform the Township of the Contractor's implementation activities and coordinate the sequence of implementation and provide written meeting minutes for the Township's review.

8. CONTRACTOR RECORDS

The Contractor shall keep accurate records of the work performed under this Contract for two (2) years after the completion of all work under this Contract. The Contractor shall provide any authorized representative of the Township with any books, documents, papers and records of the Contractor which are pertinent to the project for the purpose of making audit, examination, excerpts, and transcriptions thereof.

9. CLEAN UP OF DEBRIS

The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish. When directed by the Township, the Contractor shall clear out and remove any rubbish which may constitute an obstruction to the use of the facility (ies).

10. PROTECTION OF WORK, PROPERTY, AND PERSONS

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall at all times maintain adequate protection of all his/her work from damage and shall protect all public and private adjoining property from injury or loss in connection with the execution of this project.

The Contractor will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury, or loss to all employees in the work and other persons who may be affected thereby.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having governing authority and/or jurisdiction. The Contractor shall without delay, make good any damages, injuries, or losses to any property caused directly or indirectly, in whole or in part by the Contractor, sub-contractors, or anyone directly or indirectly employed by the Contractor or sub-contractors. The Contractor shall defend and save the Township harmless from such damages, injuries, or losses occurring because of their work.

It shall be the responsibility of each Contractor doing business in the Charter Township of Waterford to comply with all Michigan Occupational Safety and Health Act (MIOSHA) standards.

11. NOTICE OF STARTING WORK

The Contractor shall notify the Township's duly appointed representative forty-eight (48) hours prior to stating each project implementation schedule. For temporary suspension of work, the Contractor shall re-notify the Township's duly appointed representative twenty-four (24) hours in advance of resuming work.

12. LABOR PROVISIONS AND EMPLOYMENT PRACTICES

A. Labor Conduct

The Contractor shall employ none but competent and skilled workmen and foremen in the conduct of work on the Contract. The Township shall have the authority to order the Contractor to remove from the work any of the Contractor's employees who refuse to obey instructions relating to the carrying out of the provisions and intent of the provisions of the Contract, or who are incompetent, abusive, threatening, or disorderly in their conduct and any such person shall not again be employed on this project.

B. Weekday, Saturday, Sunday, Holiday, and Night Work

Work hours are 7:00 a.m. to 7:00 p.m. Monday through Friday, 8:00 a.m. to 5:00 p.m. Saturday. No work is permitted on Sundays and/or legal holidays, except such work as is necessary for the proper care and protection of work already performed or except in the case of an emergency and, in any case, only with the permission of the Township Supervisor. Any extended working hours shall have written approval by the Township Supervisor prior to working, excepting emergencies.

C. Non-discrimination

The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of such Contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, sex, age, color, religion, national origin, or handicap. Breach of this covenant may be regarded as a material breach of the Contract.

13. CONTRACTOR'S RESPONSIBILITY FOR WORK

The Contractor shall be responsible for any and all damages that the work may sustain prior to its acceptance and shall rebuild, repair, restore, and make good, at his own expense, all injuries and damages to any portion of the work by action of the elements or from any cause whatsoever prior to its acceptance.

14. LIABILITY OF TOWNSHIP'S REPRESENTATIVES AND OFFICIALS

No official or employee of the Township, nor any authorized assistant or agent of any of them, shall be personally responsible for any liability arising under this Contract. The Township shall not be responsible for construction means, methods, techniques, sequences and procedures, time of performance, or for safety precautions and programs in connection with the construction work. The Township shall not be responsible for the Contractor's failure to carry out the work in accordance with the Contract. The Township shall not be responsible for the acts or omissions of the Contractor, or any of its agents or employees, or any other persons performing any of the work.

15. RESPONSIBILITY FOR DAMAGE

The Contractor shall assume the defense of, and indemnify and save harmless the Township and each and every officer, employee and agent thereof, and the Township from any and all loss, contingent liability or damage and from all suits, actions, damages or claims, of every name and description, to which the Township or any of its officers, employees or agents may incur or be subjected or put by reason of injury to persons or property in the execution of the work resulting from negligence or carelessness on the part of the Contractor, his employees, sub-contractors, or agents in the delivery of materials and supplies, or on account of any act of omission of the Contractor, his employees, sub-contractors, or agents, including, but not limited to, any failure to fulfill the terms of or comply with all laws and regulations which apply to this Contract. The Township shall have the right to estimate the amount of such damage and it shall be deducted from the money due the Contractor under the Contract. It shall be retained by the Township, until such suits or claims for damages have been settled or otherwise disposed of, and satisfactory evidence to that effect furnished to the Township.

16. SAFETY AND PROTECTION

The Contractor shall take all responsibility for the work and shall continuously maintain adequate protections of same and of all materials and equipment to be incorporated therein from damage and shall protect all public property and private abutting property, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures and utilities thereon, not designated for removal, relocation or replacement in the course of construction, from injury or loss arising in connection with the Contract.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage,

injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection, all at no additional cost to the Township. Likewise, the Contractor and suppliers shall comply with the following published documents:

- A. The "Safety and Health Regulations for Construction" and subsequent amendments promulgated by the U.S. Department of Labor. These regulations are identified as Chapter XVII of Title 29, code of Federal Regulations (CFR), Part 1926.
- B. On Michigan projects, all of the Contractor's and sub-contractor's operations and construction equipment shall comply with the requirements of the Michigan Occupational Safety and Health Act, Act 154, P.A. of 1974, and Michigan Occupational Safety and Health Rules and Standards, insofar as they apply to the work to be performed under this Contract.

The Contractor shall notify the Township of adjacent property and utilities when execution of the work may affect them. All damage, injury or loss to any property caused directly or indirectly, in whole or in part, by the Contractor, his sub-contractors, suppliers, or anyone directly or indirectly employed by any of them, shall be restored by the Contractor to a condition similar and equal to that existing before damage or injury was done. The Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and the Township has issued a notice to the Contractor that the work is acceptable.

17. EMERGENCIES

In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Township, is obligated to act to prevent threatened damage, injury, or loss. The Contractor shall give the Township prompt written notice of any significant changes in the work or deviations from the Contract documents caused thereby.

18. ACCIDENT REPORTS

Within twenty-four (24) hours after any accident on the project involving personnel and/or equipment of the Contractor and/or his sub-contractors, the Contractor shall furnish to the Township a copy of the accident report filed with his insurer.

19. TOWNSHIP'S RIGHT TO SUSPEND CONTRACT PERFORMANCE

Upon written notice, the Township may require Contractor to suspend performance of the Contract if Contractor has failed to comply with federal, state, or local laws or other requirements in this Contract. The right to suspend performance of this Contract is in addition to the Township's right to terminate and/or cancel this Contract. The Township shall not incur a penalty or expense to Contractor if it suspends performance under this Section.

20. INSPECTION

The Township and its representatives shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for inspection.

If the Contract specifications or other Contract documents, the Township's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Township timely notice of its readiness for inspection.

Reexamination of any work may be ordered by the Township, and if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the Contract documents, the Township will pay the cost of reexamination and replacement. If such work is not in accordance with the Contract documents, the Contractor shall pay such cost.

Properly authorized and accredited inspectors shall be considered to be the representatives of the Township limited to the duties and power entrusted to them. It will be their duty to inspect materials and workmanship of those portions of the work to which they are assigned, either individually or collectively under instructions of the engineer and Township, and to report any and all deviations from the Contract specifications and other Contract provisions which may come to their notice. Any inspector shall have the right and it will be their duty to order the work to which he is assigned stopped, if in his judgment such action is necessary to (a) allow proper inspection, (b) avoid irreparable damage to the work, avoid subsequent condemnation of work which could not be readily replaced, or restored to an acceptable condition. Such stoppage shall be for a period reasonably necessary for notification of the Township and for them to determine that the work will in fact proceed in due fulfillment of all Contract requirements.

21. AUTHORITY OF TOWNSHIP

The Township shall decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and all questions which may arise as to the interpretation of the specifications, and all questions as to the satisfactory and acceptable fulfillment of the terms of the Contract.

22. DEVIATIONS FROM THE SPECIFICATIONS

Deviations from the specifications for the work will not be permitted without the written order of the Township or authorized representative. Contract change orders must be signed prior to beginning construction for work that deviates from the original plan.

23. REPORTS, RECORDS AND DATA

The Contractor and each of his subcontractors shall submit to the Township such schedules of quantities, costs, payroll schedules, reports, estimates, records and other data as the Township may request concerning work performed or to be performed under this Contract.

24. PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall restore at his own expense, any public or private property damaged or injured during prosecution of the work or in consequence of any act or omission on his part, or on the part of his employees or agents to a condition equal or better than that existing before such injury or damage was done. If the Contractor neglects to restore or make good such damage or injury, the Township may upon forty-eight (48) hours written notice, proceed to restore or make good such damage or injury and to order the cost thereof deducted from any moneys that are due or may become due the

Contractor.

In cases where existing equipment, piping, conduits, electrical, and telephone lines, etc. are encountered, the Contractor shall perform his operations in such a manner that service will be uninterrupted, and the costs thereof shall be at the Contractor's expenses.

Land monuments shall not be moved or otherwise disturbed except as directed by the Township. Replacement shall be by a registered land surveyor at the Contractor's expense.

All trees and shrubs shall be protected from injury by the Contractor. When working adjacent to trees or shrubs, the Contractor shall exercise due care and caution so as not to unnecessarily damage the trees and shrubs. Trees or shrubs damaged beyond repair, or removed without authorization, shall be replaced in kind, or paid for by the Contractor, as directed by the Township, prior to final acceptance of the project.

25. ACCEPTANCE OF WORK

The work will be accepted for payment by the Township when requested by the Contractor in accordance with the terms of the Contract documents.

26. TOWNSHIP'S RIGHT TO DO WORK

If the Contractor should neglect to perform the work properly or fail to perform any provision of this Contract, the Township, three (3) days after giving written notice to the Contractor and his surety, may without prejudice to any other remedy he may have, make good such deficiencies, and may deduct the cost thereof from the payment due to the Contractor.

28. PAYMENT FOR WORK

Payment for work performed and approved by the Township under the Contract, will be made within 30 days of the Township's receipt of the Contractor's authorized billing statement, pending satisfactory completion of work. Application for payment should be submitted to the Department of Public Works on an EJCDC Contractor's Application for Payment form or similar form.

29. RIGHT OF TOWNSHIP TO TERMINATE CONTRACT

If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should refuse repeatedly to supply properly skilled workmen or proper materials, or disregard laws, ordinances, or the instructions of the Township, or otherwise commit a substantial violation of any provision of the Contract, the Township may serve written notice that will contain the reasons for terminating the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, the violation shall cease and satisfactory arrangements for correction be made, the Contract shall cease and terminate. In the event of a termination of the Contract, the Township shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety will have the right to take over and perform the Contract. If the surety, does not commence performance thereof within thirty (30) days from the date of mailing and does not prosecute the project to scheduled completion, the Surety shall be liable to the Township for any excess cost incurred by the Township in completing the work. In addition, the Township may take possession of and utilize all materials and equipment that may be on site of the work in order to complete the project.

30. TOWNSHIP'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

The Township may withhold a sufficient amount of any payment otherwise due to the Contractor to cover:

- (a) Payment that may be past due and payable for just claims for labor or materials furnished in and about the performance of the work on the project under this Contract.
- (b) For defective work not remedied.
- (c) For failure of the Contractor to make proper payments to his sub-contractors.

The Township shall disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom. The Township will render to the Contractor a proper account of all funds disbursed on behalf of the Contractor.

31. ASSIGNMENTS

Neither the Contractor nor the Township shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein, or his obligations thereunder, without written consent of the other party.

32. LEGAL SETTLEMENTS

Any disputes between the Township and the Contractor that cannot be mutually resolved will be settled in the appropriate legal court of jurisdiction.

33. EXTRAS

Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the same has been ordered in writing by the Township and the price stated in such order.

34. ORDINANCE AND CODES

All work shall be executed and inspected in accordance with all local and state rules and regulations and all established codes applicable thereto and shall conform in all respects to the requirements of all competent authorities having jurisdiction there over.

Should any change in the specifications be required to comply with the local regulations, the Contractor shall notify the Township at the time of submitting his bid. After entering into Contract, the Contractor will be held to complete all work necessary to meeting the local requirements without extra expense to the Township.

Where the work required by the specifications is above the standard required, it shall be done as shown or specified.

35. MIOSHA REGULATIONS

The Contractor is to follow at all times all MIOSHA ordinances pertaining to work performed on this Contract. This also includes all MIOSHA confined entry ordinances and MSDS submittals and compliance.

36. FINAL GUARANTY

The Contractor shall guarantee all work for the periods outlined in the specifications. Where there is no guaranty period outlined in the specifications or implied by the manufacturer, the guaranty period shall be one (1) year after the date of final payment by the Township, for all the work.

If within said guaranty period, repairs or changes are required in connection with guaranteed work, which, in the opinion of the Township, is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, the Contractor shall, promptly upon receipt of notice from the Township, and without expense to the Township:

- a) Place in satisfactory condition all of such guaranteed work and correct all defects therein.
- b) Make good all damage to the equipment which, in the opinion of the Township, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract.
- c) Make good any work or material, or the equipment and contents of structure or site disturbed in fulfilling such guarantee.
- d) The Township shall have the authority to perform work not corrected within ten (10) days after notification of the Contractor and the bond company shall be required to pay for the corrections performed by the Township.

37. CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final payment nor any provisions in the Contract documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law, and upon written notice, they shall remove any defects due thereto and pay for any damage due to other work resulting therefrom, which shall appear within one (1) year after date of completion and written acceptance by the Township.

GENERAL SPECIFICATIONS FOR VALVE ASSESSMENT AND EXERCISING PROGRAM

PROJECT SCOPE

It is the intention of this bid to assess and exercise, within the Township's water distribution system to determine the viability and operability of approximately three thousand eight hundred (3,800) valves over a one (1) year period. The qualified Contractor will be required to complete valve assessment and exercising to determine the current operability of valves in the Township's water distribution system for effectiveness, efficiency, and operations. The data gathered for each valve shall be recorded and maintained in a web-based database program compatible with existing Township DPW programs.

The Contractor will furnish all labor, material, transportation, tools, and equipment necessary to assess and exercise the assigned valves in the water distribution system in accordance with AWWA standards (American Water Works Association Manual M-44, "Distribution Valves: Installation, Field Testing, and Maintenance"). A two-person team is required for the work. A One-Person crew will not be considered

for the work for traffic control and safety reasons. Subcontracting is NOT permitted for this project. The work shall consist of the following:

- Contractor project personnel shall meet with the Township to review the project guidelines and answer any questions on procedures.
- All valve assessment and exercising will be conducted between 7:00 a.m. and 7:00 p.m., Monday through Friday or Saturday, 8:00 a.m. to 5:00 p.m. Hours beyond those listed must be specifically agreed to by the DPW Superintendent and/or the Township Supervisor.
- Areas of the distribution system shall be divided into geographic areas that can be assessed in progression and problems identified in an orderly fashion. This would include setting a schedule and maintaining a level of Field Staffing that will ensure completion of the valve assessments and exercising within the schedule and budget allotted. This will require all maps of the distribution system to be examined during the course of the planning sessions to formulate a workable plan of action.
- Perform valve assessments and exercising in the distribution system and document all locations and valves in a manner that will allow a prioritized list of maintenance items to be completed. Pump and/or vacuum wells and boxes to expose the bonnet bolts, if required.
- Locate all valves in a manner that will allow their positions to be known and readily re-creatable by DPW personnel upon demand. A Map Grade (sub meter) GPS location for each valve will be required.
- Document each valve operated and individual valve data, to such an extent as to provide information characteristic to each specific attribute.
- Provide constant communication with the DPW staff so that valves with issues can be addressed in a timely manner.
- Provide daily reporting during the course of the project.
- Traffic control within high traffic areas – appropriate measures must be exercised to ensure traffic safety. When impacting a lane of traffic, these measures would include appropriately diverting traffic and/or night work, as approved by the DPW.

EXPERIENCE OF BIDDER

Related Project Experience

The Bidder will submit at least three (3) projects where the Bidder has completed similar work in the last five (5) years. The projects must be similar in size and scope to the Township's project. This submittal will include a brief description of the work completed, amount of time required to complete the project, and findings of the project as well as contact names, phone numbers, addresses, and e-mail addresses. This list will be separate from the three (3) professional references to be provided.

Current Workload and Commitments

Bidder will need to submit a statement of commitment to the project and indicate other current commitments that may affect the ability to complete the scheduled work within the specified time

outlined in both the Contract requirements, and the Bidder's work schedule.

PROJECT SCHEDULE

The project will be completed over a one (1) year period.

**DETAILED SPECIFICATIONS FOR VALVE ASSESSMENT AND
EXERCISING PROGRAM**

Valve Location, Assessment, and Exercising – General

Work in an orderly and safe manner to ensure protection of the local residents, pedestrians, and travelers, DPW employees, and the Field Staff so that no avoidable accidents occur.

All Field Staff will have readily observable identification badges worn while in the field. All vehicles used in the field will have company signs attached.

The field equipment to be used will be that which was described in the **Equipment to be Used** section.

Project Team Personnel will meet with the DPW to review the project guidelines and answer any questions on procedures.

A progression map shall be maintained for each section under study indicating all valves located on the map. This will be especially helpful in quickly determining the work progress of the crews in the field.

It may be necessary to conduct specific valve assessments and exercising after-hours, such as at night. This may be required in areas of high traffic volume where traffic may affect the ability to conduct safe assessments and exercising, and traffic volume may affect the ability of the Project Team to be able to safely assess and exercise valves on busy streets. The Project Team will give 48-hour advanced notice of intent to assess and exercise valves in a particular area that may require after-hours work or nighttime work. This is so the DPW can plan for the area to be worked in, give notification to the Police department, as well as other agencies, as required, regarding the activity that will take place.

Examine the water maps to determine the anticipated location of each water valve.

Attempt to verify the existence of all water valves shown on the water maps by visual inspection.

Search for water valves shown, but not identified by visual inspection, using a magnetic locator.

Employ a combination of recorded information, manual and technical testing techniques as needed to establish the location of remaining water valves.

Identify locations where a water valve is expected, but not shown on the water map, and proceed through verification and search process.

Two attempts shall be made to locate “lost” valves before these are turned into the DPW for location. Located valve boxes or valve well covers shall be painted with an environmentally formulated precautionary blue paint for future identification.

Information and Data Collection

All of the information and data collected will be compiled by means of cell phone or handheld device.

All information and data collected will be provided in an electronic format. Data will be delivered on a subscription, web-based work order-oriented GIS platform to the DPW during the project, prior to the processing of each pay application. The Project Team will work with the DPW to develop a *data dictionary* which will define the information to be collected for each attribute. The data dictionary shall have the following but not limited to:

Location information:

- Location referenced by coordinates in landmark system presently employed by the DPW's GIS-based application
- Street Address (Street Name and Building Number, if available)
- Site Location (Street, Parkway, Driveway, Easement, Centerline)

The operational data collected for each valve shall include, but not be limited to, the following valve information:

- Identifying number consistent and compatible with system presently employed by the DPW's GIS-based application (Feature ID)
- Size
- Type (i.e., gate valve)
- Date Turned
- Crew performing operation
- Valve Problems (Bent stem, Packing Leak, Missing Operating Nut, Rounded Operating Nut, Broken Stem, Inaccessible)
- Comments
- Identified Problems: Sealed Shut, Misaligned, Buried, Bent Stem, Packing Leak, Missing Operating Nut, Rounded Operating Nut, Bolt Deterioration, Broken Stem, Inaccessible, Structural Deficiencies
- Operating nut depth
- Enclosure type (Well or Box)
- Number of turns to achieve full closure
- Direction of closure
- Present valve position
- Final Position
- Condition Photo(s)

Box/Well Condition

- Box/Well full of Debris
- Box/Well full of Water
- Cover at Grade
- How Far Below Grade
- Paved Over
- Valve Box Misaligned
- Valve Box Buried

GPS Locating

The Project Team will collect GPS Coordinates of all valves assessed using the above Scope of Work.

- Date and time the information was gathered.
- The unique identifying number for each valve consistent and compatible with system presently employed by the DPW (Feature ID).
- Location for each valve structure referenced by Northing and Easting coordinates generated from the GPS location in the DPW's local State Plane Coordinate system.
- Offset information if the valve structure needs to have the location determined by an offset coordinate due to blocked signals from the GPS satellites.
- Any other data required to be collected as part of the valve data set as defined by the data dictionary, as described above.
- The accuracy of each GPS location will be sub-meter.
- GPS locations will need to have readings from at least four satellites in position and a reading from a local GPS beacon, or five satellites for the position to be considered accurate as a differentially corrected GPS location.
- Position dilution of precision (PDOP) readings need to be less than 5. PDOP readings greater than 5 will not be considered as accurate locations.
- The information collected will be compiled into the DPW preferred software database with the ability to export the information into a format acceptable to the DPW such as Microsoft Access, Microsoft Excel, .DXF file, or .SHP file for use in the DPW's GIS system. The data needs to be able to be exported into any database that supports open data connectivity. Data can also be delivered in an online-based data collection system that offers data exporting in the formats stated above, such as Trimble® Unity, or equal.
- All locations will be differentially corrected for accuracy in real-time. A data transformation will be done on the GPS points taken to ensure they are in the correct coordinate system requested by the DPW. The field team will utilize Trimble® R1 units, or equals, for sub-meter accuracy or Trimble® R2 units, or equals, for sub-foot accuracy. The level of accuracy taken will be based upon the above Scope of Work.

Valve Exercising

- Operate/Exercise valves in accordance with the AWWA manual M-44, "Distribution Valves: Selection, Installation, Field Testing and Maintenance".
- Valves will be operated by hand in all cases unless the valve requires greater than 100-foot pounds of torque.
- Valves requiring an operating torque greater than one hundred (100) foot-pounds shall be operated by a portable and/or truck mounted hydraulic valve machine. The valve operators used will have torque-limiting capabilities that allow incremental settings from fifty (50) to twenty-five hundred (2,500) foot-pounds of torque.
- The machine shall be solely and completely dependent upon the operator for continuous control of direction and torque, otherwise known as "non-locking" or "torque limiter" capability.
- All valves will be operated with the minimum torque required preventing valve damage using AWWA C500-02 Standards, the following maximum torques shall be as follows:
 - 4" gate valves – 200 ft. lbs.
 - 6" through 12" gate valves – 300 ft. lbs.
 - Gate valves larger than 12" – 600 ft. lbs.

With guidance, DPW review and DPW permission, maximum torque limits may be exceeded on a case-by-case basis to attempt to get the valve to operate.

- During initial valve closure, the valve will be turned no more than five (5) turns before turn direction is reversed to two (2) turns, thus allowing the threads of the stem and gate to free themselves. This closure and partial reversal process shall be repeated until the valve has achieved full closure.
- The valves will then be operated from full open to full closure until such time as this can be done without further turn range improvement or no further reduction in the required operating torque is noted, through a minimum of three (3) consecutive ranges of operations. Valves shall be left in open position unless DPW Superintendent indicates a valve should be closed.
- Project Team Personnel will notify the DPW of intent to operate a certain group of water valves. The Team shall obtain permission to perform the work, at least twenty-four (24) hours or one (1) working day in advance of the intended start of that work.
- Valves found in the closed position shall be reported to the DPW immediately so verification can be made for operating or not.
- If there is reasonable evidence that a valve might break during the operating process, the DPW will be notified immediately, and a decision will be made by the DPW to attempt or not to attempt the process.
- Any valves that fail or break during operation will be repaired or replaced by the DPW.

SPECIAL CONDITIONS

Assumptions and Services Provided by the DPW

The DPW will furnish, in an acceptable electronic format, all maps, atlases, (two copies) and records necessary to properly conduct the valve program. The DPW will make available, on a reasonable but periodic basis, certain personnel with a working knowledge of the water system who may be helpful with general information about the water system. This person will not need to assist the Project Team on a full-time basis, but only on an “as needed” basis. The DPW will assist, if needed, to help gain entry into sites that may be difficult to enter due to security issues or other concerns.

Equipment to be Used

The DPW will require the following equipment, or equals, to be used for the valve assessing and exercising work and the items listed will be on site at all times during the project. The Contractor will indicate all equipment that will be used during the Project.

Equipment

- Valve keys for manual operation
- Extendable valve keys for manual operation
- Truck mounted or trailer mounted hydraulic valve operator with adjustable torque control
- Portable hydraulic valve operator adjustable torque control
- Truck mounted or trailer mounted Vacuum capable of 300 CFM
- Trucks are equipped with either a Honda 6.5 horsepower pump capable of discharging 150 GPM or a Hydraulic pump capable of discharging 450 GPM
- All necessary hand tools needed
- Truck mounted Arrow Board/Signage, and warning lights on trucks.
- Traffic control equipment, including properly sized traffic cones with reflective stripes, when needed or required.
- “Fischer M-Scope” / “Schonstedt” / “Chicago Tape” magnetic locator
- A “Radio Detection RD4000” series line locator
- Trimble GPS Equipment for Sub-Meter, and related materials (or approved equal by the Utility)
- All equipment listed above, and any other equipment intended for use on this project will be approved by the DPW, the Director of Public Works, or the DWP Superintendent.

Project Approach

The Bidder shall complete a “Project Approach” summary, demonstrating a complete understanding of valve assessment and exercising methodologies. The Bidder’s understanding of the project will be in compliance with AWWA’s M-44 Manual. This summary shall be a typed narrative describing the Bidder’s planned testing methodology and approach to the project. Planned valve assessment techniques, as well as exercising analysis techniques shall be outlined. Bidder shall account for potential problems to be expected and the possible techniques to be employed for solving those problems. The Project Approach narrative must be submitted with the Bidder’s Proposal.

Proposed Schedule

The Bidder will submit, as part of their Proposal, a work schedule detailing the work plan. This will include a time and date estimate for each task session of the project. A calendar or timeline would be helpful for detailing the work proposed. This schedule shall include the time and dates from kick-off meeting to submission of the final project package (data). It is expected that once started, work will

proceed on a regular basis until complete for the year. Work may be suspended for intervals as agreed to by the DPW Superintendent. Commencement of work will be at the discretion of the DPW Superintendent and will be determined based on usage, temperature, personnel availability, and other conditions.

Qualifications

The Township DPW is desirous of a technical services firm that can provide the DPW with the services listed above in an efficient and professional manner. As a part of this the technical services firm must provide experienced, courteous, professional, trained, and qualified personnel.

The following are the requirements/qualifications needed by the personnel performing the work on this project.

Project Manager

The Project Manager for this project shall have a minimum of six (6) years of continuous field and/or supervisory experience in the areas defined within the project specifications. This person shall be onsite at project startup, make periodic onsite inspections of the worksite, monitor the project progression and be available to (in communication with) the Utility, the Director of Infrastructure Maintenance and the Project Leader to answer questions and assist with the successful completion of this project. This person shall be trained (certified where applicable) in traffic control – technician & flagging (MUTCD Standards), confined space entry, CPR and First Aid. The Project Manager will have a minimum of an OSHA 10 Hour Card in General Industry (OSHA Standard 1910). An OSHA 30 Hour Card is preferred.

Project Engineer

The Project Engineer for this project shall have a minimum of six (6) years of continuous field and/or supervisory experience in the areas defined within the project specifications. This person shall be a professional engineer, make periodic onsite inspections of the worksite, monitor the project progression, review hydraulic and pressure issues and be available to (in communication with) the Utility, the Utility Supervisor and the Project Leader to answer questions and assist with the successful completion of this project.

Project Leader (Lead Technician Field Operations)

The Project Leader for this project shall have a minimum of three (3) years of continuous field experience in the areas defined within the project specifications. The Project Leader is required to be onsite at all times during this project. This person shall be trained (certified where applicable) in traffic control – technician & flagging (MUTCD Standards), confined space entry, CPR and First Aid. The Project Leader will have an OSHA 10 Hour Card in General Industry (OSHA Standard 1910).

Project Leader (Lead Technician GIS/GPS Mapping – Database)

The Project Leader for this project shall have a minimum of three (3) years of continuous experience in the areas defined within the project specifications. The Project Leader is required to be a part of and leading the GIS effort at all times during this project. This person shall be trained (certified where applicable) in GIS, GPS, CAD Mapping and Database Management.

Two Man Project Teams are required and will work together during the course of the project. The two people shall not be separated and working in different locations. They will assist each other as a matter of safety and quality control. The use of One-Man Project Teams is not acceptable and will not be allowed to perform work on the water system, especially where work must be done in the street.

BID SECTION

Bid Requirements

The Bidder shall supply the Charter Township of Waterford with the following documents to make a bid complete:

1. The Bid form including the name of the Bidder and their official address, and cell phone and office phone numbers shall be put on the last sheet of the bid.
2. Base Bid Form and acknowledgment of any addenda.
3. Legal status of the Bidder shall be included. If the Bidder is a corporation, the authorization of corporate officers authorizing the person signing the bid to obligate the corporation for a Contract shall be submitted.
4. Non-collusion affidavit of prime Bidder.
5. References form that must be completed and submitted with the proposal. Bidders shall provide three (3) professional references for which they have performed similar work. By providing this information, Bidders grant the DPW permission to contact said references and ask questions regarding prior work performance. The DPW may use the information gained from Bidder's references to further evaluate Bidder responsibility.
6. A Bid Bond or Bid Security in the amount and form described in this Notice.
7. Insurance Requirements. Bidders may submit with their proposal a current policy Certificate of Insurance showing the insurance coverages the Bidder currently has in force.

All items in the bid must be completed, as noted, in writing.

BID

TO: CHARTER TOWNSHIP OF WATERFORD
5200 CIVIC CENTER DRIVE
WATERFORD, MI 48329

DATE:

This is the Bid of _____, hereinafter called
(enter company name here)
the Bidder to the Charter Township of Waterford hereinafter called the Township.

The Bidder proposes to do all the work in the following bid for the prices stated in the **BASE BID**. The Bidder certifies and declares that these bids are presented guaranteeing the Township the following items:

1. The Bidder has examined the specifications and any related documents.
2. The Bidder has examined the areas of the proposed work to become familiar with all the conditions surrounding the execution of the proposed Contract.
3. The Bidder proposes to furnish all equipment, labor, and material necessary to perform a complete and satisfactory Contract in the Base Bid.
4. The project will be executed in accordance with the specifications set forth in the Contract documents and at the prices stated.
5. The bid price is to cover all expenses incurred in performing the work under the Contract documents of which this bid is a part.
6. This bid is made in good faith and without fraud or collusion.
7. This bid is based on conditions as determined by the Bidder, and that the bid is based solely upon the Bidder's own independent business judgment. Additional compensation or deduction by reason of conditions being different than those anticipated will not be allowed.
8. The bid price shall include all applicable Federal, State, and Local taxes, as required.
9. The Bidder shall adhere to the bid conditions stated at the end of this bid.
10. See starting and completion instructions in the TOTAL BASE BID section of these Specifications.
11. The Bidder acknowledges receipt of any Addenda numbered _____.

SIGNED THIS _____ DAY OF _____, 2023

(Bidder's Name)

(Official Address)

(Authorized Signature of Bidder)

(Telephone Number)

(Print Name of Signer Above)

BASE BID

The Bidder agrees to perform all the work described in the Contract Documents and Specifications for the following unit prices:

SPECIFICATION COMPLIANCE		
SECTION	COMPLIES EXACTLY AS SPECIFIED	IF NOT, EXPLAIN WHY
Michigan Customers Included?	Yes _____ No _____	_____
Can Meet Project Schedule?	Yes _____ No _____	_____
Complies with General and Detailed Specifications?	Yes _____ No _____	_____

Description	Unit	Quantity	Unit Price	Total Price
Mobilization and Project Set Up	Lump Sum	1		
Valve Assessment / Exercising				
6-inch Diameter Gate Valve	Each	860		
8-inch Diameter Gate Valve	Each	2,294		
10-inch Diameter Gate Valve	Each	13		
12-inch Diameter Gate Valve	Each	551		
16-inch Diameter Gate Valve	Each	91		
Required Well/Box Maintenance				
Pump Gate Well (as required)	Each	3,238		
Vacuum Gate Well (as required)	Each	343		
Valve Box Re-Alignment, up to 1' deep (Non Pavement)	Each	30		
Valve Box Re-Alignment, 1' to 3' deep (Non Pavement)	Each	30		
Vacuum Valve Box (as required)	Each	150		
Operating Nut Repair				
Mobilization	Lump Sum	1		
Replace Missing / Damaged Operating Nut	Each	952		
Minor Repairs				
Bolt tightening and replacement, fix packing leaks	Hourly	200		
Confined Space Entry	Each	50		
			TOTAL PRICE =	

TOTAL BID PRICE (WORDS): \$ _____

The successful Bidder shall be required to fully complete the work as stipulated in the **Information to Bidders**.

The Bidder understands that the Township reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that their bid shall be good and may not be withdrawn for a period of time as stipulated in the **Information to Bidders**.

Upon receipt of written notice of acceptance of this bid, the Bidder shall execute the formal Contract within 15 days and deliver the surety Bonds or bonds required.

Date and signed at _____ on this ____ day of _____, 2023.

OFFICIAL ADDRESS:

Bidder's NAME:

(Contracting Firm)

By:

(Authorized Signature of Bidder)

(Print Name of Signer Above)

Telephone No. _____ (Office)

(Title)

_____ (Cell)

Federal License No. _____

SEAL: If by Corporation

LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form and strike out the other two.)

A corporation duly authorized and doing business under the laws of the State of _____, for whom _____, whose signature is affixed to this bid, is duly authorized to execute contracts.

A partnership, all members listed with addresses are:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

An individual, whose signature is affixed to this bid.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of: _____

City of: _____

_____, being first duly sworn, deposes and says that:

1. He is the _____ of _____, the Bidder that has submitted the attached bid;
2. They are fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such Bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, Townships, agents, representatives, employees, or parties in interest, has not collaborated either directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement, or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached or that of any other Bidder, or, to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Waterford Township or any other person interested in the proposed Contract; and

The price or prices quoted in the attached Bid are fair and proper and are not _____ tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, Township's employees, or parties interest.

Signed By: _____

(Name)

(Title)

Subscribed and sworn to before me this _____ day of _____, 2023.

(Notary)

My Commission Expires: _____

REFERENCES

Organization Name:	
Address:	
City:	
State:	
Zipcode:	
Contact Person:	
Position:	
Phone Number:	
Organization Name:	
Address:	
City:	
State:	
Zipcode:	
Contact Person:	
Position:	
Phone Number:	
Organization Name:	
Address:	
City:	
State:	
Zipcode:	
Contact Person:	
Position:	
Phone Number:	

Bidder's Name and Title: _____

Signature and Date: _____

AGREEMENT/CONTRACT SECTION

GENERAL

The Bidder submitting the lowest acceptable bid shall be required to execute a Contract as shown in the project specifications. The labor and material, performance and guarantee bond as well as the required insurance documents shall be supplied as a part of the Contract documents. The following items apply to all Contracts entered into with the Charter Township of Waterford.

1. EXECUTION OF CONTRACT

The Township will make acceptance of the bid of the successful Bidder, and the rejection of the other bids, as soon as practicable. The Township will transmit to the successful Bidder, at the address given on his bid, conformed Contract documents, which shall be fully executed and returned to the Township within fifteen (15) days from the date of such transmission. The Township shall have the right to hold all bids for a period of sixty (60) calendar days after the opening thereof; unless otherwise stated in the supplemental specifications during which time all bids shall be rejected or the lowest responsible Bidder shall be awarded the Contract.

2. EFFECTIVE DATE OF AWARD

If the Township awards a Contract, such award shall be effective on the date shown on the Contract document. The Contract implementation shall begin within 10 days of the Notice to Proceed and continue until the provisions of the Contract have been met.

3. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over such work shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

4. FAILURE TO EXECUTE CONTRACT

Failure on the part of the successful Bidder to execute a Contract and file satisfactory bonds and insurances, as provided herein, may be considered cause for the annulment of the award and the forfeiture of the Bid Security to the Township.

VALVE ASSESSMENT AND EXERCISING PROGRAM

This Contract shall be effective as of the date of the last signature and is between the Charter Township of Waterford, whose address is 5200 Civic Center Drive, Waterford, MI 48329-3773, (Township), and _____, whose registered office address is _____ and local address is _____, (Contractor).

Project. This Contract is for a project described as Valve Assessment and Exercising Program, Township Bid No. DPW 2023-00-01, and the purpose of the project is to assess and exercise approximately 3,800 water distribution system gate valves in wells and boxes.

Contract Documents. The Project Specifications, Contract Conditions, Insurance Requirements, Township approved Contractor's Bid Form, and Project Schedule attached to this Contract are "Contract Documents", which are considered part of this Contract to the extent applicable and not in conflict with the following terms and conditions.

Work. For and in consideration of payment by the Township as provided under the Payment Section of this Contract, Contractor shall perform the work described in the Contract Documents in a competent, efficient, timely, good and workmanlike manner, subject to and in compliance with the terms and conditions of this Contract.

Contract Price and Payment. The Township agrees to pay the Contractor the Contract Price in exchange for and consideration of the timely and satisfactory completion of the work, as determined by the Township Department of Public Work's final inspection and approval of the work for having been completed as required by this Contract and the permit for that work. Upon such timely and satisfactory completion of the work, and subject to the Township's Remedies Regarding Work in this Contract, the Township shall pay Contractor the Contract Price for this structure as shown on the Township approved Contractor Bid Form Contract Document, less retainage, within 30 days of the Township receiving the Contractor's invoice, sworn statement, lien waivers, and lawful disposal documentation for that work.

Retainage. The Township reserves the right to withhold 10% from each progress payment as retainage until at least 50% of the work has been satisfactorily completed. Thereafter, the Township may not withhold the 10% retainage from progress payments unless the Contractor is not making satisfactory (timely) progress on the work or has defaulted on one or more of its obligations under this Contract. If the Contract Price is \$30,000.00 or more that is payable in more than 3 payments, (i) the Township shall not commingle the retainage with other Township funds, (ii) shall deposit the retainage in an interest bearing account in a regulated financial institution in Michigan where all such retained funds are kept by the Township, (iii) the retainage and interest on it under this Contract shall be separately accounted for, and (iv) the payment, retainage and dispute resolution provisions of Public Act No. 524 of 1980, as amended, will apply, with disputes subject to that Act to be submitted to an agent designated by the Township who has background, training and experience in the work to be performed under this Contract

and who is not an employee of the Township.

Permits: Unless otherwise provided in the Contract Documents, the work to be performed includes applying for, obtaining issuance of, complying with, and satisfying all required Township and other governmental permits and permit conditions. The cost of all Township permits will be covered by the Township.

Insurance: Contractor shall have no right to or expectation of coverage under any insurance policies of the Township. This Contract is conditioned on the Insurance Requirements in the Contract Documents being satisfied and confirmed by Certificate(s) of Insurance delivered to the Township, with said coverages to be maintained for the life of this Contract and the Township entitled to prior written notice of cancellation, changes or non-renewal. All Liability Insurance shall name the Township and its officials, employees, and agents, as primary, noncontributory additional insureds. Contractor shall provide the Township with a copy of each insurance policy within seven (7) days of a written request.

Performance Bond. If required in the Project Specifications, this Contract is conditioned on Contractor furnishing and maintaining at its cost, a Performance Bond for the protection of an acceptable to the Township in the amount of 100% of the Contract Price for each Contract Term.

Payment Bond. This Contract is conditioned on Contractor furnishing and maintaining at its cost, a Payment Bond for the protection and payment of claimants in a form acceptable to the Township in the amount of 25% of the Contract Price.

Time of Work. The work shall be commenced, performed and completed as specified in the Project Schedule Contract Document, with those requirements being of the essence of this Contract and failure to meet them permitting Township to exercise its rights and remedies for default as provided in this Contract.

Contract Term. This Contract shall end upon the Township's acceptance of the project and the completion of all project close-out activities that are required in the Contract Conditions, unless terminated earlier as provided herein.

Termination. The Township may terminate the Contract for breach of a Contract requirement, law, ordinance or instruction of the Township, upon providing written notice to Contractor to cure the breach and Contractor's failure to cure the breach or deficiency to the Township's satisfaction, within ten (10) business days of the date of the notice. In the event of Termination for breach, the Contractor shall be liable to the Township for any excess costs incurred by the Township in completion of the work. If the Township terminates this Contract for breach, the Township may assume at its option, any subcontracts and agreements for deliverables by replacement contractor or otherwise as the Township deems expedient.

Additionally, the Township may terminate or cancel this Contract, in whole or in part, at any time, upon providing thirty (30) days written notice to Contractor, for any reason, including convenience without incurring a penalty of any kind. The effective date for termination shall be clearly stated in the notice. The Township's sole obligation in the event of termination or

cancellation of this Contract is for the payment of actual deliverables provided to the County before the effective date of termination. If the Township chooses to terminate the Contract in part, then the charges payable under the Contract must be equitably adjusted to reflect the deliverables that are terminated. The Township shall not be obligated to pay Contractor for any future lost income, profits, consequential damages, or penalty or cancellation fee. The Township shall have the right to take over and perform the project and to take possession and utilize Contractor materials left on site after Contract termination. If the Township terminates or cancels this Contract, Contractor shall take any action to mitigate and limit any potential damages, including terminate subcontracts and outstanding orders for materials and supplies connected with this Contract.

Liability and Indemnification. Contractor shall be liable for any injury or damage occurring on account of the performance of its work under this Contract. Contractor shall indemnify, defend, pay on behalf of, and hold harmless the Township, its agents and others working on the Township's behalf against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Township which are alleged to arise out of or are in any way connected or associated with this Contract and are attributable to the Contractor or its agents or subcontractors, including claims under the worker's compensation laws of the State of Michigan. Contractor shall have no rights against the Township for indemnification, contribution, subrogation, or any other right to be reimbursed by the Township, except as expressly provided herein.

Inspections, Notices and Remedies Regarding Work. During the performance of the work by Contractor, Township 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, Township 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 Contractor's failure to do so, the Township may exercise one or more of its rights as provided in the Contract Documents and/or 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 and the Performance Bond, or, preserve the claims of defects or defaults without termination by written notice to Contractor.

Warranty. 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 two (2) years from the date of the Township's final payment to Contractor, any such defects that are discovered within that time and that are reported by the Township 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 Township. To secure its performance of this obligation, before or with its first payment request, Contractor shall provide the Township with a Maintenance and Guarantee Bond in a form approved by the Township as of when this Contract was signed for 50% of the Contract Price

Disposal Requirements. The Contractor shall perform all work and lawfully dispose of all

demolition debris, discarded waste, and other materials generated during the work, in compliance with the Contract Documents and all provisions of applicable federal, state, county and Township environmental laws. As a condition of the Township's payment obligation, the Contractor shall provide written documentation of lawful disposal and that all disposal costs have been paid.

Independent Contractor. 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 Township and nothing in this Contract shall create any contractual relationship between the Township and any subcontractor of the Contractor.

Non-Discrimination. Contractor and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, disability, or other classification that is protected from discrimination by law.

Conflict of Interest. To avoid any real or perceived conflicts of interest, Contractor shall disclose to the Township the identity of all Contractor employees and all relatives of Contractor employees who are employed by the Township. Contractor shall also disclose the identity of all Township employees and relatives of Township employees who are employed by the Contractor.

Compliance with Laws. This Contract and all of Contractor's work shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation, those which apply because Township is a public governmental agency or body. Contractor represents that it complies with all such laws and eligible and qualified to enter into this Contract.

Assignment and Subcontracts. Contractor shall not assign the performance of this Contract or any part thereof without the written consent of the Township, shall not subcontract any portion of the work unless the nature of that work and subcontractor to perform it is approved in writing by the Township. Contractor subcontractors shall be required by Contractor to comply with the terms and conditions of this Contract. The Contractor shall be responsible for the acts and omissions of their subcontractors and any person employed by their subcontractors performing work on this project.

No Third Party Beneficiaries. This Contract does not create an obligation, duty or contractual right in favor of any other person or entity.

Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal, registered mail, or overnight delivery to the attention of the following persons:

Township: Clerk's Office

Contractor: _____

Changes and Waivers. Any changes in the provisions of this Contract must be in writing and signed by the Township Supervisor and Contractor as a Change Order for the project or as a formal amendment to this Contract. 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.

Force Majeure. Neither party shall be liable for failure to perform contractual obligations caused by events beyond their reasonable control including but not limited to acts of public enemies, natural disasters or compliance with law. Reasonable notice shall be given to the affected party of such event.

Governing Law, Jurisdiction and Venue. This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 51st District of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

Entire Contract. This Contract represents the entire agreement and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

Witnesses and Dates of Signatures

CHARTER TOWNSHIP OF WATERFORD

Date: _____

By: Gary D. Wall, Supervisor

CONTRACTOR

Date: _____

By:

NOTICE OF AWARD

TO : _____

PROJECT: Valve Assessment and Exercising Program

The Township has considered the Bid submitted by your company for the above-described WORK in response to its **Advertisement**.

You are hereby notified that your Bid has been accepted in the amount of \$ _____.

You are required by the **Information for Bidders** to execute the Agreement and furnish the required Bonds and certificates of insurance within 15 calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and certificates of insurances within 15 days from the date of this Notice, said Township will be entitled to consider all your rights arising out of the Township's acceptance of your Bid as abandoned and as a forfeiture of your Bid Security. The Township will be entitled to such other rights as granted by law.

You are required to return an acknowledge copy of this NOTICE OF AWARD to the Township.

Dated this _____ day of _____, 2023.

CHARTER TOWNSHIP OF WATERFORD

By _____

Title _____

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above NOTICE OF AWARD is hereby acknowledged,

By: _____

this the _____ day of _____, 2023

By: _____

Title: _____

NOTICE TO PROCEED

To: _____

Date: _____

PROJECT: Valve Assessment and Exercising Program

You are hereby notified to commence WORK in accordance with the Contract
Dated _____, 2023, on or before _____, 2023 with expiration of the Contract to
be _____, 2023.

CHARTER TOWNSHIP OF WATERFORD

By: _____

Title: _____

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the above NOTICE TO PROCEED is hereby acknowledged,

By: _____ this the _____ day of _____, 2023.

By: _____

Title : _____

CONTRACTOR’S DECLARATION OF EXTRAS

I hereby declare that I have not during the period _____ to _____ A.D. 2023, performed any work, furnished any material, sustained any loss, damage or delay for any reason encountered or created, or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from:

The Township, or their agents, in addition to the regular items set forth in the Contract and dated _____ A.D. 2023, for:

Executed between myself and the Township, and in the change orders for work issued by the Township in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time as set forth on the itemized statement attached hereto.

There (is) (is not) an itemized statement attached.

Date: _____

By: _____

(title)

Final payment shall be made to the Bidder after satisfactory completion of and acceptance by the Township of all work required under this Contract. Before final payment will be made, the Bidder shall submit the following items to the Township:

- (a) A final payment request.
- (b) A sworn statement certifying payment of all bills for labor and material.
- (c) A sworn statement waiving any further claim (other than the final payment) by the Bidder against the Township.

All payments shall take due account of the additions to or deductions from the Contract price as herein provided.

CONTRACT SUPPLEMENT FORM

Project Name	Contract Supplement No.
Location	Project No.
Bidder	Date

I. Description of Changes Involved:

Net Change (Increase) (Decrease)

II. Adjustments in Amount of Contract

1.	Amount of Original Contract	\$ _____
2.	Net (Addition) (Reduction) due to All previous Contract Supplements Nos. 1 to _____	\$ _____
3.	Amount of Contract not including this supplement	\$ _____
4.	(Addition) (Deduction) to Contract Supplement	\$ _____
5.	Amount of Contract including this Contract Supplement	\$ _____

CONTRACT SUPPLEMENT FORM (continued)

III. Contract Supplement Conditions

1. The Bidder completion date established in the original Contract or as modified by previous Contract Supplements is hereby (extended) (reduced) __ calendar days, making the final completion date _____ .
2. Any additional work to be performed under Contract Supplement shall be carried out in compliance with the specifications included in the preceding Description of Changes Involved, with the supplemental Contract drawings designated as _____ , and under the provisions of the original Contract, including compliance with applicable Equipment Specifications, General Specifications and Project Specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the Bidder from strict compliance with the guarantee provisions of the original Contract, particularly those pertaining to performance and operation of equipment.
4. The Bidder expressly agrees that they will place under coverage of their Performance and Payment Bonds and Bidder's Insurance all work covered by this Contract Supplement. The Bidder shall furnish to the Township evidence of increased coverage of all Contract Supplements which exceed the original Contract price by twenty percent (20%).

Bidder's Authorized Signature _____

Township's Authorized Signature _____

INSURANCE SECTION

The Bidder shall not begin work, nor shall he/she allow any Subcontractor to commence work under this Contract until all of the insurance requirements stated in this section have been complied with.

Required Insurance

The Bidder shall procure and maintain during the life of this Contract, the following insurance coverage's:

1. WORKMAN'S COMPENSATION INSURANCE

The Bidder shall furnish to the Township satisfactory proof that he/she has taken out for the period covered by the work under this Contract full Workman's Compensation Insurance as required by Michigan Law for all persons which he/she may employ in carrying out the work contemplated under this Contract.

The Township will accept a certificate that the Bidder is covered with Workman's Compensation Insurance. The certificate shall include but be not limited to, the policy number, the effective date and the expiration date. The Employer's Liability Insurance shall be statutory.

2. BIDDER'S COMMERCIAL GENERAL LIABILITY INSURANCE

The Bidder shall take out and pay for and maintain until completion of the work required by this Contract, Property Damage and Bodily Injury Insurance as shall protect him from claim for personal injury and property damage which may arise because of the work, or from operations under this Contract. This insurance shall be on an occurrence basis and shall protect the Bidder against liability arising from: his operations, operations of Subcontractors, completed operations and contractual liability assumed under the indemnity provisions hereinafter insured. X.C.U. coverage must be included in the coverage.

Each of said policies of insurance shall provide coverage in the following minimum amounts:

COVERAGE	LIMITS OF LIABILITY
General Aggregate	\$2,000,000
Product – Completed Operation	\$1,000,000 Aggregate
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage	\$1,000,000 Each Occurrence

Bidders desiring to use "excessive insurance" or "umbrella coverage" to bring existing policies up to the limitations required by this Contract shall submit copies of the policy for review by the Township. A certificate of excess insurance will not be accepted.

The insurance company shall provide five (5) copies of this policy for insertion into the Contract document.

3. CONTRACTOR'S MOTOR VEHICLE LIABILITY INSURANCE

The Bidder shall procure and maintain during the life of this Contract insurance for the protection of bodily injury and property damage to OTHER persons caused by the operation of his/her motor vehicles. The limits of liability shall be as follows:

COVERAGE	LIMITS OF LIABILITY
Bodily Injury	\$ 500,000 each person \$1,000,000 each occurrence
Property Damage	\$ 500,000 each occurrence \$1,000,000 aggregate

In addition to the above insurance on the Bidder's motor vehicles, he/she shall maintain similar insurance for any hired or non-owned vehicle used on this Contract. These policies shall cover, by specific endorsement, motor vehicle bodily injury and property damage by the Bidder and all Subcontractor's whether with owned or non-owned vehicles.

The insurance company shall provide five (5) copies of this policy, or certificates, for insertion into the Contract documents.

4. TOWNSHIP'S - PROTECTIVE LIABILITY & PROPERTY DAMAGE INSURANCE

The Bidder shall furnish and maintain until competition of this Contract, A SEPARATE POLICY of Contingency Insurance naming the Township, Charter Township of Waterford, its officers, agents and employees as insured. The separate policy shall provide coverage to said insured with respect to all CONTINGENT LIABILITY for the damages due to bodily injury, including death resulting therefrom and property damage caused by an accident arising from the activities performed by the Prime Bidder or any Subcontractor. This insurance shall protect the insured against Contingent Liability which may be imposed upon him/her by law because of his/her supervisory acts or omission thereof in connection with the work performed by the Prime Contractor and his/her Subcontractors.

This Contingent Liability Insurance must be on an occurrence basis and said policy shall provide coverage to the following stated limits:

COVERAGE'S	LIMITS OF CONTINGENT LIABILITY
Bodily Injury Liability/ Property Damage	\$1,000,000 each person \$1,000,000 each occurrence \$2,000,000 aggregate

The insurance company shall provide five (5) copies of this policy for insertion into the Contract documents.

Certificates of Insurance

Certificates of insurance will be accepted for all coverages except Townships and Contractors Protective Liability Insurance and excess insurance for Contractors Comprehensive Property Damage and Bodily

Injury. These certificates shall clearly state that the authorized representative of the insurance company has complied with the provisions as required by this insurance section. The certificate must state which particular Contract is covered by that particular certificate.

Notice of Cancellation

All insurance policies and certificates required by this Contract must include an endorsement providing ten (10) days prior written notice of termination, expiration or material change in terms to be provided to the Township. The Bidder shall cease operations on the occurrence of any such event, and shall not resume operations until new insurance is in force.

Hold Harmless Agreement

The Bidder agrees to indemnify and save harmless the Township and its officers, partners, agents and employees from and against all loss or expense (including court costs and attorney fees) by reason of liability imposed by law upon the Township for damages because of bodily injury, including death at any time, resulting therefrom sustained by any person or persons or on account of damage to or destruction of property, real or personal, including loss of use thereof, arising out of or in consequence of performance of this work whether such injuries to or death of persons or damage to property is due or claimed to be due to the negligence of the Bidder, his/her Subcontractors, the Township, its officers, partners, agents and employees except only such injury, death or damage as shall have been occasioned by the sole negligence of the Township.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____, as Surety, are held and firmly bound unto the Charter Township of Waterford (herein called Township), in the amount of \$_____, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, on _____, the Township approved the award of a Contract to Principal for the project known as _____, conditioned on Principal providing this Performance Bond, which Contract upon being fully signed, shall by reference be automatically made a part hereof and is referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is that if Principal shall comply with all of the requirements and provisions of the Contract, this obligation shall be null and void. Otherwise it shall remain in full force and effect.

Upon Principal's default in one or more obligations under the Contract and failure to cure the default in response to notices to the Principal and Surety by the Township, resulting in the Township exercising or having the right to exercise an option to perform some or all of the work required of Principal by the Contract, and the Township notifying Principal and Surety to pay Township an amount of money up to the amount of this Bond that is documented by the Township as being the cost it has or will incur in performing Principal's obligations, Surety agrees to deliver the required payment to the Township within 30 days. The Township payment notice shall be sent by registered mail or overnight delivery service.

At least 60 days prior written notice shall be given to the Township by the Surety of any intention to cancel, replace, or materially alter this bond, such notice to be given by registered mail to the Township and Principal.

PRINCIPAL

Date: _____

(See attached notarization of signature)

SURETY

Date: _____

(See attached notarization of signature)