

**CONSTRUCTION AGREEMENT BETWEEN
PIPETEK INFRASTRUCTURE SERVICES, LLC
AND THE CITY OF ANN ARBOR
FOR 2020 SEWER TELEVISIONING AND CLEANING, RFP #20-20**

THIS AGREEMENT is made on the _____ day of _____, 2020, between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104 ("City") and Pipetek Infrastructure Services, LLC ("Contractor")
A Michigan Limited Liability Company, 12119 Levan Road, Livonia, MI 48150
(An individual/partnership/corporation, include state of incorporation) (Address)

Based upon the mutual promises below, the Contractor and the City agree as follows:

ARTICLE I - Scope of Work

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the project titled 2020 Sewer Televisioning and Cleaning, RFP# 20-20 in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

Non-discrimination and Living Wage Declaration of Compliance Forms (if applicable)	General Conditions
Vendor Conflict of Interest Form	Standard Specifications
Prevailing Wage Declaration of Compliance Form (if applicable)	Detailed Specifications
Bid Forms	Plans
Contract and Exhibits	Addenda
Bonds	

ARTICLE II - Definitions

Administering Service Area/Unit means, Public Services Area/Public Works Unit

Project means, 2020 Sewer Televisioning and Cleaning, RFP# 20-20

ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin immediately on the date specified in the Notice to Proceed issued by the City.
- (B) The work locations assigned shall be completed within forty-five (45) calendar days of the assignment, unless an extension is granted by the city in writing.
- (C) The term of the contract will be 2 years commencing from the Notice to Proceed, and it shall be understood that the submitted unit prices are to be honored over the term of the contract. This Agreement may be extended by the City Administrator for one 2-year period subject to agreement of the parties and a one-time maximum 3% unit price increase and the appropriation of funds. A written request from the Contractor at the end of the original contract period will be

required for consideration of any rate adjustments.

- (D) The entire work for this Contract shall be completed within Two years (730) consecutive calendar days.
- (E) Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty, an amount equal to \$100.00 for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

ARTICLE IV - The Contract Sum

- (A) The City shall pay to the Contractor for the performance of the Contract, the unit prices as given in the Proposal for the estimated bid total of:

Three Million Four Hundred Twenty-Nine Thousand Six Hundred Seventy-Five Dollars (\$3,429,675.00)

- (B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the Supervising Professional but not required by the Contract Documents. Increases or decreases shall be determined only by written agreement between the City and Contractor.

ARTICLE V - Assignment

This Contract may not be assigned or subcontracted any portion of any right or obligation under this contract without the written consent of the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under this contract unless specifically released from the requirement, in writing, by the City.

ARTICLE VI - Choice of Law

This Contract shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Contractor and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this Contract. The parties stipulate that the venue referenced in this Contract is for convenience and waive any claim of non-convenience.

Whenever possible, each provision of the Contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the Contract.

ARTICLE VII - Relationship of the Parties

The parties of the Contract agree that it is not a Contract of employment but is a Contract to accomplish a specific result. Contractor is an independent Contractor performing services for the City. Nothing contained in this Contract shall be deemed to constitute any other relationship between the City and the Contractor.

Contractor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the Contract. Contractor certifies that it is not, and shall not become, overdue or in default to the City for any Contract, debt, or any other obligation to the City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

ARTICLE VIII - Notice

All notices given under this Contract shall be in writing, and shall be by personal delivery or by certified mail with return receipt requested to the parties at their respective addresses as specified in the Contract Documents or other address the Contractor may specify in writing. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; or (2) three days after mailing certified U.S. mail.

ARTICLE IX - Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this Contract, by the Contractor or anyone acting on the Contractor's behalf under this Contract. Contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence. The provisions of this Article shall survive the expiration or earlier termination of this contract for any reason.

ARTICLE X - Entire Agreement

This Contract represents the entire understanding between the City and the Contractor and it supersedes all prior representations, negotiations, agreements, or understandings whether written or oral. Neither party has relied on any prior representations in entering into this Contract. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Contract, regardless of the other party's failure to object to such form. This Contract shall be binding on and shall inure to the benefit of the parties to this Contract and their permitted successors and permitted assigns and nothing in this Contract, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Contract. This Contract may be altered, amended or modified only by written amendment signed by the City and the Contractor.

ARTICLE XI – Electronic Transactions

The City and Contractor agree that signatures on this Contract may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Contract. This Contract may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

FOR CONTRACTOR

By _____

Its: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

By _____
Tom Crawford,
Interim City Administrator

By _____
Craig Hupy, Public Services Area
Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

Pipetek Infrastructure Services Proposal

RFP # 20-20

2020 SEWER TELEVISIONING AND CLEANING

City of Ann Arbor
Public Services Area / Public Works Unit



Due Date: April 28, 2020 by 2:00 p.m. (local time)

Issued By:

City of Ann Arbor
Procurement Unit
301 E. Huron Street
Ann Arbor, MI 48104

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SECTION I - GENERAL INFORMATION

A. OBJECTIVE

The purpose of this Request for Proposal (RFP) is to select a firm or firms to provide qualified inspection and cleaning services for existing sanitary and storm infrastructure within the City of Ann Arbor. Specific services to be performed by the Contractor include video inspection of sewers and related maintenance structures and cleaning of sewers.

B. QUESTIONS AND CLARIFICATIONS / DESIGNATED CITY CONTACTS

All questions regarding this Request for Proposal (RFP) shall be submitted via e-mail. Questions will be accepted and answered in accordance with the terms and conditions of this RFP.

All questions shall be submitted on or before April 17, 2020 at 3:00 p.m., and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Paul Matthews, Assistant Public Works Manager – pmatthews@a2gov.org

RFP Process and Compliance questions shall be e-mailed to Colin Spencer, Buyer - CSpencer@a2gov.org

Should any prospective offeror be in doubt as to the true meaning of any portion of this RFP, or should the prospective offeror find any ambiguity, inconsistency, or omission therein, the prospective offeror shall make a written request for an official interpretation or correction by the due date for questions above.

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to a2gov.org and MITN.info and it shall be the prospective offeror's responsibility to ensure they have received all addenda before submitting a proposal. Any addendum issued by the City shall become part of the RFP, and must be incorporated in the proposal where applicable.

C. PRE-PROPOSAL MEETING

There will be no pre-proposal meeting for this RFP. Please contact staff indicated above with general questions regarding the RFP.

D. PROPOSAL FORMAT

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the prospective offeror. An official authorized to bind the offeror to its provisions must

sign the proposal in ink. Each proposal must remain valid for at least ninety days from the due date of this RFP.

Proposals should be prepared simply and economically providing a straightforward, concise description of the offeror's ability to meet the requirements of the RFP. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

E. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system as shown in Section III. A selection committee comprised of staff from the City will complete the evaluation.

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top proposals, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected offeror to this project.

All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the proposal response shall be documented and included as part of the final contract.

F. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City on or before, April 28, 2020 at 2:00 p.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each respondent must submit in a sealed envelope

- **one (1) original proposal**
- **one (1) digital copy of the proposal preferably on a USB/flash drive as one file in PDF format**

Each respondent must submit in a single separate sealed envelope marked Fee Proposal

- **two (2) copies of the fee proposal**

The fee proposal and all costs must be separate from the rest of the proposal.

Proposals submitted must be clearly marked: **“RFP No. 20-20 – 2020 Sewer Televising and Cleaning”** and list the offeror's name and address.

Proposals must be addressed and delivered to:
City of Ann Arbor
c/o Customer Service
301 East Huron Street
Ann Arbor, MI 48107

All proposals received on or before the due date will be publicly opened and recorded on the due date. No immediate decisions will be rendered.

Hand delivered bids may be dropped off in the Purchasing drop box located in the Ann Street (north) vestibule of City Hall. The City will not be liable to any prospective offeror for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Offerors are responsible for submission of their proposal. Additional time will not be granted to a single prospective offeror. However, additional time may be granted to all prospective offerors at the discretion of the City.

A proposal may be disqualified if the following required forms are not included with the proposal:

- **Attachment C - City of Ann Arbor Non-Discrimination Declaration of Compliance**
- **Attachment D - City of Ann Arbor Living Wage Declaration of Compliance**
- **Attachment E - Vendor Conflict of Interest Disclosure Form of the RFP Document**

Proposals that fail to provide these forms listed above upon proposal opening may be deemed non-responsive and may not be considered for award.

Please provide the forms outlined above (Attachments C, D and E) within your narrative proposal, not within the separately sealed Fee Proposal envelope.

All proposed fees, cost or compensation for the services requested herein should be provided in the separately sealed Fee Proposal envelope only.

G. DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in a proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

H. TYPE OF CONTRACT

A sample of the Construction Agreement is included as Attachment K. Those who wish to submit a proposal to the City are required to review this sample agreement carefully. **The City will not entertain changes to its Construction Agreement.**

For all construction work, the respondent must further adhere to the City of Ann Arbor General Conditions. The General Conditions are included in Section 4. Retainage will be held as necessary based on individual tasks and not on the total contract value. The Contractor shall provide the required bonds included in the Contract Documents for a value of \$50,000 for the duration of the Contract. The cost for these bonds shall be included in the fee schedule and paid for by the City quarterly. If the value of work at any time exceeds \$50,000, the Contractor shall adjust the bonding amount appropriately.

The City reserves the right to award the total proposal, to reject any or all proposals in whole or in part, and to waive any informality or technical defects if, in the City's sole judgment, the best interests of the City will be so served.

This RFP and the selected offeror's response thereto, shall constitute the basis of the scope of services in the contract by reference.

I. NONDISCRIMINATION

All offerors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Attachment C shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

J. WAGE REQUIREMENTS

The Attachments provided herein outline the requirements for payment of prevailing wages or of a "living wage" to employees providing service to the City under this contract. The successful offeror must comply with all applicable requirements and provide documentary proof of compliance when requested.

Prevailing wage requirements will not apply to this contract since the work does not constitute a public improvement.

K. CONFLICT OF INTEREST DISCLOSURE

The City of Ann Arbor Purchasing Policy requires that the consultant complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected offeror unless and until the Procurement Unit and the City Administrator have

reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Conflict of Interest Disclosure Form is attached.

L. COST LIABILITY

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the offeror prior to the execution of a Professional Services Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement. By submitting a proposal, offeror agrees to bear all costs incurred or related to the preparation, submission, and selection process for the proposal.

M. DEBARMENT

Submission of a proposal in response to this RFP is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

N. PROPOSAL PROTEST

All proposal protests must be in writing and filed with the Purchasing Manager within five (5) business days of the award action. The offeror must clearly state the reasons for the protest. If an offeror contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the offeror to the Purchasing Manager. The Purchasing Manager will provide the offeror with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee, whose decision shall be final.

Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by the offeror to initiate contact with anyone other than the Designated City Contacts provided herein that the offeror believes can influence the procurement decision, e.g., Elected Officials, City Administrator, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.

O. SCHEDULE

The proposals submitted should define an appropriate schedule in accordance with the requirements of the Proposed Work Plan in Section III.

The following is the schedule for this RFP process.

Activity/Event	Anticipated Date
Written Question Deadline	April 17, 2020, 3:00 p.m.
Addenda Published (if needed)	Week of April 20, 2020
Proposal Due Date	April 28, 2020, 2:00 p.m. (Local Time)
Tentative Interviews (if needed)	Week of May 4, 2020
Selection/Negotiations	May 2020
Expected City Council Authorizations	June 2020

The above schedule is for information purposes only and is subject to change at the City's discretion.

P. IRS FORM W-9

The selected offeror will be required to provide the City of Ann Arbor an IRS form W-9.

Q. RESERVATION OF RIGHTS

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
2. The City reserves the right to waive, or not waive, informalities or irregularities in any proposal if determined by the City to be in its best interest.
3. The City reserves the right to request additional information from any or all offerors.
4. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.
5. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
6. The City reserves the right to select one or more consultants to perform services.
7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
8. The City reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

R. ENVIRONMENTAL COMMITMENT

The City of Ann Arbor recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a vibrant community and economy. The City further recognizes that the products and services the City buys

have inherent environmental and economic impacts and that the City should make procurement decisions that embody, promote, and encourage the City's commitment to the environment.

The City encourages potential vendors to bring forward emerging and progressive products and services that are best suited to the City's environmental principles.

SECTION II - SCOPE OF SERVICES

A. Objective

The City of Ann Arbor, Michigan, maintains approximately 370 miles of sanitary sewer and 293 miles of storm sewer. To effectively maintain this infrastructure and respond to emergency sewer issues, the City is requesting proposals from qualified contractors to provide sewer inspection and cleaning services as required by the City of Ann Arbor Public Works Unit on an as-needed basis.

The scope of services will consist of individual tasks to be determined and assigned during the contract period. Examples of potential type of work may include, but is not limited to the following:

- Cleaning of sewers ranging in size from 8 to 42 inches in diameter. This work includes flushing, debris removal, grease removal, root cutting, deposit cutting, and grinding protruding break-in service connections.
- Internal video inspection of sewers via Closed Circuit Television (CCTV) of sewers ranging from 8 to 42 inches in diameter. The inspections shall include providing the City with digital videos, images, and reports that include condition and other descriptive data related to the sewer in accordance with NASSCO's Pipeline Assessment Certification Program.
- Multi-sensor inspection of sewers via Closed Circuit Television (CCTV) and Sonar of sewers ranging from 36 to 42 inches in diameter, including partially submerged sewers. The inspections shall include providing the City with digital videos, images, and reports that include condition and other descriptive data related to the sewer in accordance with NASSCO's Pipeline Assessment Certification Program.
- Internal sonar inspection of sewers via Sonar of sewers ranging from 8 to 36" inches in diameter, including submerged sewers and inverted siphon piping. The inspections shall include providing the City with digital videos, images, and reports that include condition and other descriptive data related to the sewer in accordance with NASSCO's Pipeline Assessment Certification Program.
- Internal video inspection of culverts via Closed Circuit Television (CCTV) ranging from 12 to 90 inches in diameter. The inspections shall include providing the City with digital videos, images, and reports that include condition and other descriptive data related to the sewer in accordance with NASSCO's Pipeline Assessment Certification Program.
- Manhole video inspection in accordance with NASSCO's Manhole

Assessment Certification Program using 360-degree scanning technology.

- Green infrastructure cleaning consists of the cleaning of storm separators and weir walls throughout the City. Storm separator models, include, but not limited to, AquaSwirl, Baysaver, Hydro International, and Contech. This work includes debris removal. Contractor shall also provide the City with a post cleaning report that includes all requested documentation and information outlined these specifications.
- Maintenance of traffic services, including developing plans for traffic control as needed, reviewing with City Staff for Right-of-Way permits and advance lane closure notifications and obeying all City restrictions and requirements for the given location.

The Contractor shall be compensated based on the applicable unit prices included in the response to this proposal. The City may assign specific tasks to a Contractor based on availability, turnaround time for completion of tasks, experience and other factors relevant to the task.

Some tasks may require work beyond that included in the unit prices, including extraordinary bypass setups and extensive traffic control. For those tasks, the City may request a letter proposal from the contractor that identifies their approach and all costs associated with the task.

The City intends to award no more than two (2) construction contracts. The term of the contracts will be 2 years from the Notice to Proceed with one (1) optional extension for up to two (2) additional years. It shall be understood that the submitted hourly rates are to be honored over the term of the contract. If the contract is extended, a onetime cost escalator of no greater than 3% may be added to the submitted rates. A written request from the Contractor at the end original contract period from will be required to consider any rate adjustments.

There will be no minimum value of services committed by the City for each awarded service contract. The total available budget for the term of the contract is approximately \$1,200,000.00 annually and will be divided amongst the selected firms in the City's best interest. The contract amounts are subject to the availability of funds and approval of annual budgets.

B. Contract Implementation

The City will prepare a scope of work for each inspection project, including a GIS-based map of all sanitary or storm infrastructure assets to inspect, as well as a proposed schedule. The selected on-call contractor(s) shall provide the City with a price proposal to complete the project work including:

- Total costs for the work based on unit prices.
- Schedule or date by which the work can be completed.
- Names and contact information of assigned Foreman or Superintendent.

CCTV inspections are to be conducted on all pipelines included in the scope. Cleaning services will only be paid for after confirmation that cleaning is necessary to complete the inspection, or as directed by the Engineer or City Staff.

The City will assign specific tasks to a Contractor based on availability, turnaround time for completion of tasks, experience and other factors relevant to the task. The City does not guarantee either a minimum volume of work or a specific volume of work under this Contract.

The Contractor will be contractually obligated to use the fees included in their proposal to generate costs for individual tasks solicited by the City under this Contract. Proposals shall include a project schedule and a list of all project unit price items and quantities estimated for the work.

Contractor shall submit deliverable reports for all inspections within 2 weeks of completing the field work. Contractor may apply for a time extension through a written request to the City if there are extenuating circumstances related to volume of data.

C. Scope of Work

A typical sewer inspection and cleaning project performed under the proposed contract will involve the following process:

1. Review any drawings, specifications, reports, etc. provided by City staff on the proposed project area.
2. Visit the project site with City staff and identify a preliminary scope of work including maintenance of traffic requirements.
3. Develop and agree on a final scope of work.
4. Provide schedule and quote of estimated quantities. Submit to City staff for review and approval.
5. Obtain written approval from the City for implementation of the task.
6. Apply for and obtain all necessary permits.
7. Perform all work necessary.

8. Submit data deliverables and final project quantities.
9. City staff will review all deliverables prior to final sign off. Contractor to address all identified deficiencies in the work and deliverables.

D. Requirements

1. Ability to work effectively with the City's Public Works Unit staff with respect to any of the inspection or cleaning services required by the City.
2. Ability to work effectively with other City units and regulatory agencies.
3. The ability to function in a support role to the Public Works Unit. The contractor's services will be utilized for activities that exceed the staffing level or expertise of the Public Works Unit.

E. Standard Specifications

All work performed under this Contract shall be performed in accordance with the Public Services Department Standard Specifications in effect at the date of availability of the contract documents stipulated in the Advertisement. All work under this Contract which is not included in these Standard Specifications, or which is performed using modifications to these Standard Specifications, shall be performed in accordance with the Detailed Specifications provided during the implementation of individual tasks under this Contract.

Copies of the Standard Specifications can be downloaded from the following web link.

<https://www.a2gov.org/departments/engineering/Pages/Engineering-and-Contractor-Resources.aspx>

SECTION III - MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

Offerors should organize Proposals into the following Sections:

- A. Professional Qualifications
- B. Past Involvement with Similar Projects
- C. Proposed Work Plan
- D. Fee Proposal (include in a separate sealed envelope clearly marked "Fee Proposal")
- E. Authorized Negotiator
- F. Attachments

The following describes the elements that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of the proposals.

A. Professional Qualifications – 40 points

1. State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Michigan.
2. Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title. Resumes and qualifications are required for all proposed project personnel, including all subcontractors. Qualifications and capabilities of any subcontractors must also be included.
3. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.
4. Provide information on key supervisory personnel. All supervisory personnel shall be direct employees of the firm. Minimum information to be provided shall be educational background, work experience with the proposing firm, applicable work experience with prior employers, specific project experience and skills, and a list of at least five projects completed with proposing firm.

5. Provide a table with a list of equipment available for use on City project tasks. The list shall include a description of the type of equipment and size, if relevant. The equipment list shall include only equipment owned by the Contractor.
6. Identify any subcontractors whom may assist you with potential services identified in this RFP. Include similar reference data for subcontractors and employees as requested below for the main proposer.

B. Past involvement with Similar Projects – 30 points

The written proposal must include a list of specific experience in the project area and indicate proven ability in implementing similar projects for the firm **and** the individuals to be involved in the project. A complete list of client references must be provided for similar projects recently completed. The list shall include the firm/agency name, address, telephone number, project title, and contact person.

C. Fee Proposal - 30 points

The Fee Proposal Form and all appended information shall be submitted in a separate, sealed, envelope as part of the proposal. Fee quotations are to include the names, title, hourly rates, overhead factors, and any other relevant details. The proposal should highlight key staff and positions that would likely be involved with projects. Offerors shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time.

D. Authorized Negotiator

Include the name, phone number, and e-mail address of persons(s) in your organization authorized to negotiate the agreement with the City.

E. Attachments

Legal Status of Offeror, Conflict of Interest Form, Living Wage Compliance Form, Prevailing Wage Compliance Form and the Non-Discrimination Form should be completed and returned with the proposal. These elements should be included as attachments to the proposal submission

PROPOSAL EVALUATION

1. The selection committee will evaluate each proposal by the above-described criteria and point system (A through B) to select a short-list of firms for further consideration. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for

an interview. The committee may contact references to verify material submitted by the offerors.

2. The committee then will schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal.
3. The interview must include the project team members expected to complete a majority of work on the project, but no more than six members total. The interview shall consist of a presentation of up to thirty minutes (or the length provided by the committee) by the offeror, including the person who will be the project manager on this contract, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.
4. The firms interviewed will then be re-evaluated by the above criteria (A through C), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

The City reserves the right to waive the interview process and evaluate the offerors based on their proposals and fee schedules alone and open fee schedules before or prior to interviews.

The City will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

Work to be done under this contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents.

Any proposal that does not conform fully to these instructions may be rejected.

PREPARATION OF PROPOSALS

Proposals should have no plastic bindings but will not be rejected as non-responsive for being bound. Staples or binder clips are acceptable. Proposals should be printed double sided on recycled paper. Proposals should not be more than 30 sheets (60 sides), not including required attachments and resumes.

Each person signing the proposal certifies that they are a person in the offeror's firm/organization responsible for the decisions regarding the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

ADDENDA

If it becomes necessary to revise any part of the RFP, notice of the addendum will be posted to Michigan Inter-governmental Trade Network (MITN) www.mitn.info and/or the City of Ann Arbor web site www.A2gov.org for all parties to download.

Each offeror must acknowledge in its proposal all addenda it has received. The failure of an offeror to receive or acknowledge receipt of any addenda shall not relieve the offeror of the responsibility for complying with the terms thereof. The City will not be bound by oral responses to inquiries or written responses other than official written addenda.

FEE PROPOSAL FORM

City of Ann Arbor – RFP #20-20
2020 Sewer Televising and Cleaning

Respondent's Name: Pipetek Infrastructure Services

Item	Description	Unit	Estimated Quantity	Unit Price
Section 1- General Conditions				
1	Scheduling, organizing, planning, etc.	LS	1	\$ 10,000.00
Section 2 - Sewer Inspection, CCTV				
2	Pre- Cleaning Sewer Video Inspection, 6" to 12" Dia.	LF	1,200,000	\$ 1.25
3	Pre- Cleaning Sewer Video Inspection, 13" to 23" Dia.	LF	126,000	\$ 1.25
4	Pre- Cleaning Sewer Video Inspection, 24" to 36" Dia.	LF	78,000	\$ 1.25
5	Pre- Cleaning Sewer Video Inspection, 37" to 90" Dia.	LF	19,000	\$ 1.25
6	Post- Cleaning Sewer Video Inspection, 6" to 12" Dia.	LF	390,000	\$ 1.00
7	Post- Cleaning Sewer Video Inspection, 13" to 23" Dia.	LF	41,000	\$ 1.00
8	Post- Cleaning Sewer Video Inspection, 24" to 36" Dia.	LF	25,000	\$ 1.00
9	Post- Cleaning Sewer Video Inspection, 37" to 90" Dia.	LF	6,300	\$ 1.00
Section 3 - Sewer Inspection, Multi-Sensor				
10	Multi-Sensor Sewer Inspection, 24" to 36" Dia.	LF	20,000	\$ 7.75
11	Multi-Sensor Sewer Inspection, 37" to 90" Dia.	LF	5,000	\$ 8.50
Section 4 - Sewer Inspection, Sonar				
12	Sonar Sewer Inspection, 6" to 12" Dia.	LF	10,000	\$ 10.00
13	Sonar Sewer Inspection, 13" to 24" Dia.	LF	10,000	\$ 6.00
14	Sonar Sewer Inspection, 25" to 36" Dia.	LF	5,000	\$ 6.00
Section 5 – Culvert Inspection, CCTV				
15	Culvert Video Inspection, 12" to 23" Dia.	EA	50	\$ 250.00
16	Culvert Video Inspection, 24" to 36" Dia.	EA	50	\$ 250.00
17	Culvert Video Inspection, 37" to 90" Dia.	EA	10	\$ 350.00
18	Culvert Video Reverse Inspection	EA	50	\$ 150.00
Section 6 - Manhole Inspection				
19	Manhole Video Inspection, 3D Scan	EA	250	\$ 150.00
Section 7- Sewer Cleaning				
20	Normal Sewer Cleaning, 6" to 12" Dia.	LF	275,000	\$ 1.00
21	Normal Sewer Cleaning, 13" to 23" Dia.	LF	30,000	\$ 1.25
22	Normal Sewer Cleaning, 24" to 36" Dia.	LF	17,500	\$ 1.75
23	Normal Sewer Cleaning, 37" to 90" Dia.	LF	5,000	\$ 2.50
24	Heavy Sewer Cleaning, 6" to 12" Dia.	LF	75,000	\$ 1.50
25	Heavy Sewer Cleaning, 13" to 23" Dia.	LF	8,000	\$ 2.50
26	Heavy Sewer Cleaning, 24" to 36" Dia.	LF	5,000	\$ 4.50
27	Heavy Sewer Cleaning, 37" to 90" Dia.	LF	1,000	\$ 7.00

Section 8 – Green Infrastructure Cleaning				
28	Separator Cleaning - AquaSwirl	EA	10	\$750.00
29	Separator Cleaning - Baysaver	EA	10	\$750.00
30	Separator Cleaning – Hydro International	EA	10	\$750.00
31	Separator Cleaning – Contech	EA	10	\$750.00
32	Separator Cleaning – Other	EA	25	\$1,000.00
33	Weir Wall Cleaning	EA	5	\$500.00
Section 9 – Traffic Control				
34	Temporary Traffic Control, Standard	Day	50	\$1,000.00
35	Temporary Traffic Control, Complex	Day	25	\$2,000.00
36	Temporary Traffic Control, Special	Day	10	\$2,500.00
Section 10 – Mobilization				
37	Mobilization, Emergency	LS	10	\$500.00
38	Mobilization, Non-Emergency	LS	50	\$250.00

The term of the contract is 2 years from the date of the Notice to Proceed with one (1) optional extension for up to two (2) additional years. It shall be understood that the submitted rates are to be honored over the term of the contract. If the contract is extended, a onetime 3% cost escalator may be added to the submitted rates. A written request from the Contractor at the end of the original contract period will be required to consider any rate adjustments.

The undersigned hereby declares that they have carefully examined the conditions of this request for proposal and will provide the services as specified for the prices set for in this proposal.

Representative's Name: Kyle Dehne

Signature:  Date: 4/27/20

Firm Name: Pipetek Infrastructure Services

Address: 12119 Levan

City: Livonia State: MI Zip: 48150

Telephone Number: 248-880-6165

Email: Kdehne@pipetekservices.com

SECTION IV - ATTACHMENTS

Attachment A – General Conditions

Attachment B - Legal Status of Offeror

Attachment C – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment D – Living Wage Declaration of Compliance Form

Attachment E – Vendor Conflict of Interest Disclosure Form

Attachment F – Non-Discrimination Ordinance Poster

Attachment G – Living Wage Ordinance Poster

Attachment H – Standard Specifications

Attachment I – Detailed Specifications

Attachment J – Bonds

Attachment K - Sample Standard Contract

**ATTACHMENT A
GENERAL CONDITIONS**

Section 1 - Execution, Correlation and Intent of Documents

The contract documents shall be signed in 2 copies by the City and the Contractor.

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words which so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the contract documents listed below in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

(1) Addenda in reverse chronological order; (2) Detailed Specifications; (3) Standard Specifications; (4) Plans; (5) General Conditions; (6) Contract; (7) Bid Forms; (8) Bond Forms; (9) Bid.

Section 2 - Order of Completion

The Contractor shall submit with each invoice, and at other times reasonably requested by the Supervising Professional, schedules showing the order in which the Contractor proposes to carry on the work. They shall include the dates at which the Contractor will start the several parts of the work, the estimated dates of completion of the several parts, and important milestones within the several parts.

Section 3 - Familiarity with Work

The Bidder or its representative shall make personal investigations of the site of the work and of existing structures and shall determine to its own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved, and all other factors affecting the work proposed under this Contract. The Bidder to whom this Contract is awarded will not be entitled to any additional compensation unless conditions are clearly different from those which could reasonably have been anticipated by a person making diligent and thorough investigation of the site.

The Bidder shall immediately notify the City upon discovery, and in every case prior to submitting its Bid, of every error or omission in the bidding documents that would be identified by a reasonably competent, diligent Bidder. In no case will a Bidder be allowed the benefit of extra compensation or time to complete the work under this Contract for extra expenses or time spent as a result of the error or omission.

Section 4 - Wage Requirements

Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section.

Pursuant to Resolution R-16-469 all public improvement contractors are subject to prevailing wage and will be required to provide to the City payroll records sufficient to demonstrate compliance with the prevailing wage requirements. A sample Prevailing Wage Form is provided in the Appendix herein for reference as to what will be expected from contractors. Use of the Prevailing Wage Form provided in the Appendix section or a City-approved equivalent will be required along with wage rate interviews.

Where the Contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision covering subcontractor's employees who perform work on this contract.

Section 5 - Non-Discrimination

The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of Title IX of the Ann Arbor City Code, and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

Section 6 - Materials, Appliances, Employees

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary or used for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new, and both workmanship and materials shall be of the highest quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among its employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned.

Adequate sanitary facilities shall be provided by the Contractor.

Section 7 - Qualifications for Employment

The Contractor shall employ competent laborers and mechanics for the work under this Contract. For work performed under this Contract, employment preference shall be given to qualified local residents.

Section 8 - Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringements of any patent rights and shall hold the City harmless from loss on account of infringement except that the City shall be responsible for all infringement loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the City has notified the Contractor prior to the signing of the Contract that the particular process or product is patented or is believed to be patented.

Section 9 - Permits and Regulations

The Contractor must secure and pay for all permits, permit or plan review fees and licenses necessary for the prosecution of the work. These include but are not limited to City building permits, right-of-way permits, lane closure permits, right-of-way occupancy permits, and the like. The City shall secure and pay for easements shown on the plans unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance with those requirements, it shall promptly notify the Supervising Professional in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work.

Section 10 - Protection of the Public and of Work and Property

The Contractor is responsible for the means, methods, sequences, techniques and procedures of construction and safety programs associated with the work contemplated by this contract. The Contractor, its agents or sub-contractors, shall comply with the "General Rules and Regulations for the Construction Industry" as published by the Construction Safety Commission of the State of Michigan and to all other local, State and National laws, ordinances, rules and regulations pertaining to safety of persons and property.

The Contractor shall take all necessary and reasonable precautions to protect the safety of the public. It shall continuously maintain adequate protection of all work from damage, and shall take all necessary and reasonable precautions to adequately protect all public and private property from injury or loss arising in connection with this Contract. It shall make good any damage, injury or loss to its work and to public and private property resulting from lack of reasonable protective precautions, except as may be due to errors in the contract documents, or caused by agents or employees of the City. The Contractor shall obtain and maintain sufficient insurance to cover damage to any City property at the site by any cause.

In an emergency affecting the safety of life, or the work, or of adjoining property, the Contractor is, without special instructions or authorization from the Supervising Professional, permitted to act at its discretion to prevent the threatened loss or injury. It shall also so act, without appeal, if authorized or instructed by the Supervising Professional.

Any compensation claimed by the Contractor for emergency work shall be determined by agreement or in accordance with the terms of Claims for Extra Cost - Section 15.

Section 11 - Inspection of Work

The City shall provide sufficient competent personnel for the inspection of the work.

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

If the specifications, the Supervising Professional's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Supervising Professional timely notice of its readiness for inspection, and if the inspection is by an authority other than the Supervising Professional, of the date fixed for the inspection. Inspections by the Supervising Professional shall be made promptly, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Supervising Professional, it must, if required by the Supervising Professional, be uncovered for examination and properly restored at the Contractor's expense.

Re-examination of any work may be ordered by the Supervising Professional, and, if so ordered, the work must be uncovered by the Contractor. If the work is found to be in accordance with the contract documents, the City shall pay the cost of re-examination and replacement. If the work is not in accordance with the contract documents, the Contractor shall pay the cost.

Section 12 - Superintendence

The Contractor shall keep on the work site, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Supervising Professional. The superintendent will be responsible to perform all on-site project management for the Contractor. The superintendent shall be experienced in the work required for this Contract. The superintendent shall represent the Contractor and all direction given to the superintendent shall be binding as if given to the Contractor. Important directions shall immediately be confirmed in writing to the Contractor. Other directions will be confirmed on written request. The Contractor shall give efficient superintendence to the work, using its best skill and attention.

Section 13 - Changes in the Work

The City may make changes to the quantities of work within the general scope of the Contract at any time by a written order and without notice to the sureties. If the changes add to or deduct from the extent of the work, the Contract Sum shall be adjusted accordingly. All the changes shall be executed under the conditions of the original Contract except that any claim for extension of time caused by the change shall be adjusted at the time of ordering the change.

In giving instructions, the Supervising Professional shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Supervising Professional, and no claim for an addition to the Contract Sum shall be valid unless the additional work was ordered in writing.

The Contractor shall proceed with the work as changed and the value of the work shall be determined as provided in Claims for Extra Cost - Section 15.

Section 14 - Extension of Time

Extension of time stipulated in the Contract for completion of the work will be made if and as the Supervising Professional may deem proper under any of the following circumstances:

- (1) When work under an extra work order is added to the work under this Contract;
- (2) When the work is suspended as provided in Section 20;
- (3) When the work of the Contractor is delayed on account of conditions which could not have been foreseen, or which were beyond the control of the Contractor, and which were not the result of its fault or negligence;

- (4) Delays in the progress of the work caused by any act or neglect of the City or of its employees or by other Contractors employed by the City;
- (5) Delay due to an act of Government;
- (6) Delay by the Supervising Professional in the furnishing of plans and necessary information;
- (7) Other cause which in the opinion of the Supervising Professional entitles the Contractor to an extension of time.

The Contractor shall notify the Supervising Professional within 7 days of an occurrence or conditions which, in the Contractor's opinion, entitle it to an extension of time. The notice shall be in writing and submitted in ample time to permit full investigation and evaluation of the Contractor's claim. The Supervising Professional shall acknowledge receipt of the Contractor's notice within 7 days of its receipt. Failure to timely provide the written notice shall constitute a waiver by the Contractor of any claim.

In situations where an extension of time in contract completion is appropriate under this or any other section of the contract, the Contractor understands and agrees that the only available adjustment for events that cause any delays in contract completion shall be extension of the required time for contract completion and that there shall be no adjustments in the money due the Contractor on account of the delay.

Section 15 - Claims for Extra Cost

If the Contractor claims that any instructions by drawings or other media issued after the date of the Contract involved extra cost under this Contract, it shall give the Supervising Professional written notice within 7 days after the receipt of the instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property. The procedure shall then be as provided for Changes in the Work-Section 13. No claim shall be valid unless so made.

If the Supervising Professional orders, in writing, the performance of any work not covered by the contract documents, and for which no item of work is provided in the Contract, and for which no unit price or lump sum basis can be agreed upon, then the extra work shall be done on a Cost-Plus-Percentage basis of payment as follows:

- (1) The Contractor shall be reimbursed for all reasonable costs incurred in doing the work, and shall receive an additional payment of 15% of all the reasonable costs to cover both its indirect overhead costs and profit;
- (2) The term "Cost" shall cover all payroll charges for employees and supervision required under the specific order, together with all worker's compensation, Social Security, pension and retirement allowances and social insurance, or other regular payroll charges on same; the cost of all material and supplies required of either temporary or permanent character; rental of all power-driven equipment at agreed upon rates, together with cost of fuel and supply charges for the equipment; and any costs incurred by the Contractor as a direct result of executing the order, if approved by the Supervising Professional;
- (3) If the extra is performed under subcontract, the subcontractor shall be allowed to compute its charges as described above. The Contractor shall be permitted to add an additional charge of 5% percent to that of the subcontractor for the Contractor's supervision and contractual responsibility;

- (4) The quantities and items of work done each day shall be submitted to the Supervising Professional in a satisfactory form on the succeeding day, and shall be approved by the Supervising Professional and the Contractor or adjusted at once;
- (5) Payments of all charges for work under this Section in any one month shall be made along with normal progress payments. Retainage shall be in accordance with Progress Payments-Section 16.

No additional compensation will be provided for additional equipment, materials, personnel, overtime or special charges required to perform the work within the time requirements of the Contract.

When extra work is required and no suitable price for machinery and equipment can be determined in accordance with this Section, the hourly rate paid shall be 1/40 of the basic weekly rate listed in the Rental Rate Blue Book published by Dataquest Incorporated and applicable to the time period the equipment was first used for the extra work. The hourly rate will be deemed to include all costs of operation such as bucket or blade, fuel, maintenance, "regional factors", insurance, taxes, and the like, but not the costs of the operator.

Section 16 - Progress Payments

The Contractor shall submit each month, or at longer intervals, if it so desires, an invoice covering work performed for which it believes payment, under the Contract terms, is due. The submission shall be to the City's Finance Department - Accounting Division. The Supervising Professional will, within 10 days following submission of the invoice, prepare a certificate for payment for the work in an amount to be determined by the Supervising Professional as fairly representing the acceptable work performed during the period covered by the Contractor's invoice. To insure the proper performance of this Contract, the City will retain a percentage of the estimate in accordance with Act 524, Public Acts of 1980. The City will then, following the receipt of the Supervising Professional's Certificate, make payment to the Contractor as soon as feasible, which is anticipated will be within 15 days.

An allowance may be made in progress payments if substantial quantities of permanent material have been delivered to the site but not incorporated in the completed work if the Contractor, in the opinion of the Supervising Professional, is diligently pursuing the work under this Contract. Such materials shall be properly stored and adequately protected. Allowance in the estimate shall be at the invoice price value of the items. Notwithstanding any payment of any allowance, all risk of loss due to vandalism or any damages to the stored materials remains with the Contractor.

In the case of Contracts which include only the Furnishing and Delivering of Equipment, the payments shall be; 60% of the Contract Sum upon the delivery of all equipment to be furnished, or in the case of delivery of a usable portion of the equipment in advance of the total equipment delivery, 60% of the estimated value of the portion of the equipment may be paid upon its delivery in advance of the time of the remainder of the equipment to be furnished; 30% of the Contract Sum upon completion of erection of all equipment furnished, but not later than 60 days after the date of delivery of all of the equipment to be furnished; and payment of the final 10% on final completion of erection, testing and acceptance of all the equipment to be furnished; but not later than 180 days after the date of delivery of all of the equipment to be furnished, unless testing has been completed and shows the equipment to be unacceptable.

With each invoice for periodic payment, the Contractor shall enclose a Contractor's Declaration - Section 43, and an updated project schedule per Order of Completion - Section 2.

Section 17 - Deductions for Uncorrected Work

If the Supervising Professional decides it is inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made.

Section 18 - Correction of Work Before Final Payment

The Contractor shall promptly remove from the premises all materials condemned by the Supervising Professional as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other contractors destroyed or damaged by the removal or replacement.

If the Contractor does not remove the condemned work and materials within 10 days after written notice, the City may remove them and, if the removed material has value, may store the material at the expense of the Contractor. If the Contractor does not pay the expense of the removal within 10 days thereafter, the City may, upon 10 days written notice, sell the removed materials at auction or private sale and shall pay to the Contractor the net proceeds, after deducting all costs and expenses that should have been borne by the Contractor. If the removed material has no value, the Contractor must pay the City the expenses for disposal within 10 days of invoice for the disposal costs.

The inspection or lack of inspection of any material or work pertaining to this Contract shall not relieve the Contractor of its obligation to fulfill this Contract and defective work shall be made good. Unsuitable materials may be rejected by the Supervising Professional notwithstanding that the work and materials have been previously overlooked by the Supervising Professional and accepted or estimated for payment or paid for. If the work or any part shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good the defect in a manner satisfactory to the Supervising Professional. The judgment and the decision of the Supervising Professional as to whether the materials supplied and the work done under this Contract comply with the requirements of the Contract shall be conclusive and final.

Section 19 - Acceptance and Final Payment

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Supervising Professional will promptly make the inspection. When the Supervising Professional finds the work acceptable under the Contract and the Contract fully performed, the Supervising Professional will promptly sign and issue a final certificate stating that the work required by this Contract has been completed and is accepted by the City under the terms and conditions of the Contract. The entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor by the City within 30 days after the date of the final certificate.

Before issuance of final certificates, the Contractor shall file with the City:

- (1) The consent of the surety to payment of the final estimate;
- (2) The Contractor's Affidavit in the form required by Section 44.

In case the Affidavit or consent is not furnished, the City may retain out of any amount due the Contractor, sums sufficient to cover all lienable claims.

The making and acceptance of the final payment shall constitute a waiver of all claims by the City except those arising from:

- (1) unsettled liens;

- (2) faulty work appearing within 12 months after final payment;
- (3) hidden defects in meeting the requirements of the plans and specifications;
- (4) manufacturer's guarantees.

It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

Section 20 - Suspension of Work

The City may at any time suspend the work, or any part by giving 5 days notice to the Contractor in writing. The work shall be resumed by the Contractor within 10 days after the date fixed in the written notice from the City to the Contractor to do so. The City shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this Contract as a result of the suspension.

If the work, or any part, shall be stopped by the notice in writing, and if the City does not give notice in writing to the Contractor to resume work at a date within 90 days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work suspended and will be entitled to the estimates and payments for all work done on the portions abandoned, if any, plus 10% of the value of the work abandoned, to compensate for loss of overhead, plant expense, and anticipated profit.

Section 21 - Delays and the City's Right to Terminate Contract

If the Contractor refuses or fails to prosecute the work, or any separate part of it, with the diligence required to insure completion, ready for operation, within the allowable number of consecutive calendar days specified plus extensions, or fails to complete the work within the required time, the City may, by written notice to the Contractor, terminate its right to proceed with the work or any part of the work as to which there has been delay. After providing the notice the City may take over the work and prosecute it to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any excess cost to the City. If the Contractor's right to proceed is terminated, the City may take possession of and utilize in completing the work, any materials, appliances and plant as may be on the site of the work and useful for completing the work. The right of the Contractor to proceed shall not be terminated or the Contractor charged with liquidated damages where an extension of time is granted under Extension of Time - Section 14.

If the Contractor is adjudged a bankrupt, or if it makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if it fails to make prompt payments to subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the Supervising Professional, or otherwise is guilty of a substantial violation of any provision of the Contract, then the City, upon the certificate of the Supervising Professional that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor 3 days written notice, terminate this Contract. The City may then take possession of the premises and of all materials, tools and appliances thereon and without prejudice to any other remedy it may have, make good the deficiencies or finish the work by whatever method it may deem expedient, and deduct the cost from the payment due the Contractor. The Contractor shall not be entitled to receive any further payment until the work is finished. If the expense of finishing the work, including compensation for additional managerial and administrative services exceeds the unpaid balance of the Contract Sum, the Contractor and its surety are liable to the City for any excess cost incurred. The expense incurred by the City, and the damage incurred through the Contractor's default, shall be certified by the Supervising Professional.

Section 22 - Contractor's Right to Terminate Contract

If the work should be stopped under an order of any court, or other public authority, for a period of 3 months, through no act or fault of the Contractor or of anyone employed by it, then the Contractor may, upon 7 days written notice to the City, terminate this Contract and recover from the City payment for all acceptable work executed plus reasonable profit.

Section 23 - City's Right To Do Work

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the City, 3 days after giving written notice to the Contractor and its surety may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost from the payment due to the Contractor.

Section 24 - Removal of Equipment and Supplies

In case of termination of this Contract before completion, from any or no cause, the Contractor, if notified to do so by the City, shall promptly remove any part or all of its equipment and supplies from the property of the City, failing which the City shall have the right to remove the equipment and supplies at the expense of the Contractor.

The removed equipment and supplies may be stored by the City and, if all costs of removal and storage are not paid by the Contractor within 10 days of invoicing, the City upon 10 days written notice may sell the equipment and supplies at auction or private sale, and shall pay the Contractor the net proceeds after deducting all costs and expenses that should have been borne by the Contractor and after deducting all amounts claimed due by any lien holder of the equipment or supplies.

Section 25 - Responsibility for Work and Warranties

The Contractor assumes full responsibility for any and all materials and equipment used in the construction of the work and may not make claims against the City for damages to materials and equipment from any cause except negligence or willful act of the City. Until its final acceptance, the Contractor shall be responsible for damage to or destruction of the project (except for any part covered by Partial Completion and Acceptance - Section 26). The Contractor shall make good all work damaged or destroyed before acceptance. All risk of loss remains with the Contractor until final acceptance of the work (Section 19) or partial acceptance (Section 26). The Contractor is advised to investigate obtaining its own builders risk insurance.

The Contractor shall guarantee the quality of the work for a period of one year. The Contractor shall also unconditionally guarantee the quality of all equipment and materials that are furnished and installed under the contract for a period of one year. At the end of one year after the Contractor's receipt of final payment, the complete work, including equipment and materials furnished and installed under the contract, shall be inspected by the Contractor and the Supervising Professional. Any defects shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. Any defects that are identified prior to the end of one year shall also be inspected by the Contractor and the Supervising Professional and shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. The Contractor shall assign all manufacturer or material supplier warranties to the City prior to final payment. The assignment shall not relieve the Contractor of its obligations under this paragraph to correct defects.

Section 26 - Partial Completion and Acceptance

If at any time prior to the issuance of the final certificate referred to in Acceptance and Final Payment - Section 19, any portion of the permanent construction has been satisfactorily completed, and if the Supervising Professional determines that portion of the permanent construction is not required for the operations of the Contractor but is needed by the City, the Supervising Professional shall issue to the Contractor a certificate of partial completion, and immediately the City may take over and use the portion of the permanent construction described in the certificate, and exclude the Contractor from that portion.

The issuance of a certificate of partial completion shall not constitute an extension of the Contractor's time to complete the portion of the permanent construction to which it relates if the Contractor has failed to complete it in accordance with the terms of this Contract. The issuance of the certificate shall not release the Contractor or its sureties from any obligations under this Contract including bonds.

If prior use increases the cost of, or delays the work, the Contractor shall be entitled to extra compensation, or extension of time, or both, as the Supervising Professional may determine.

Section 27 - Payments Withheld Prior to Final Acceptance of Work

The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to the extent reasonably appropriate to protect the City from loss on account of:

- (1) Defective work not remedied;
- (2) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor;
- (3) Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- (4) Damage to another Contractor.

When the above grounds are removed or the Contractor provides a Surety Bond satisfactory to the City which will protect the City in the amount withheld, payment shall be made for amounts withheld under this section.

Section 28 - Contractor's Insurance

- (1) The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself and the City from all claims for bodily injuries, death or property damage that may arise under this Contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of any work under this contract, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the required policies and endorsements. The certificates of insurance endorsements and/or copies of policy language shall document that the Contractor satisfies the following minimum requirements. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).

Required insurance policies include:

- (a) Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

- (b) Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements specifically for the following coverages: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further there shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. The following minimum limits of liability are required:

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.
\$2,000,000	Per Project General Aggregate
\$1,000,000	Personal and Advertising Injury
\$2,000,000	Products and Completed Operations Aggregate

- (c) Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

- (d) Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- (2) Insurance required under subsection (1)(b) and (1)(c) above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
- (3) Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and un-qualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company(s); name and address of the agent(s) or authorized representative(s); name(s), email address(es), and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which may be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to

commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) and all required endorsements to the City. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.

- (4) Any Insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- (5) City reserves the right to require additional coverage and/or coverage amounts as may be included from time to time in the Detailed Specifications for the Project.
- (6) The provisions of General Condition 28 shall survive the expiration or earlier termination of this contract for any reason.

Section 29 - Surety Bonds

Bonds will be required from the successful bidder as follows:

- (1) A Performance Bond to the City of Ann Arbor for the amount of the bid(s) accepted;
- (2) A Labor and Material Bond to the City of Ann Arbor for the amount of the bid(s) accepted.

Bonds shall be executed on forms supplied by the City in a manner and by a Surety Company authorized to transact business in Michigan and satisfactory to the City Attorney.

Section 30 - Damage Claims

The Contractor shall be held responsible for all damages to property of the City or others, caused by or resulting from the negligence of the Contractor, its employees, or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. The Contractor must restore all property injured including sidewalks, curbing, sodding, pipes, conduit, sewers or other public or private property to not less than its original condition with new work.

Section 31 - Refusal to Obey Instructions

If the Contractor refuses to obey the instructions of the Supervising Professional, the Supervising Professional shall withdraw inspection from the work, and no payments will be made for work performed thereafter nor may work be performed thereafter until the Supervising Professional shall have again authorized the work to proceed.

Section 32 - Assignment

Neither party to the Contract shall assign the Contract without the written consent of the other. The Contractor may assign any monies due to it to a third party acceptable to the City.

Section 33 - Rights of Various Interests

Whenever work being done by the City's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Supervising Professional, to secure the completion of the various portions of the work in general harmony.

The Contractor is responsible to coordinate all aspects of the work, including coordination of, and with, utility companies and other contractors whose work impacts this project.

Section 34 - Subcontracts

The Contractor shall not award any work to any subcontractor without prior written approval of the City. The approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor. The statement shall contain all information the City may require.

The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and all other contract documents applicable to the work of the subcontractors and to give the Contractor the same power to terminate any subcontract that the City may exercise over the Contractor under any provision of the contract documents.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Section 35 - Supervising Professional's Status

The Supervising Professional has the right to inspect any or all work. The Supervising Professional has authority to stop the work whenever stoppage may be appropriate to insure the proper execution of the Contract. The Supervising Professional has the authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

The Supervising Professional shall make all measurements and determinations of quantities. Those measurements and determinations are final and conclusive between the parties.

Section 36 - Supervising Professional's Decisions

The Supervising Professional shall, within a reasonable time after their presentation to the Supervising Professional, make decisions in writing on all claims of the City or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents.

Section 37 - Storing Materials and Supplies

Materials and supplies may be stored at the site of the work at locations agreeable to the City unless specific exception is listed elsewhere in these documents. Ample way for foot traffic and drainage must be provided, and gutters must, at all times, be kept free from obstruction. Traffic

on streets shall be interfered with as little as possible. The Contractor may not enter or occupy with agents, employees, tools, or material any private property without first obtaining written permission from its owner. A copy of the permission shall be furnished to the Supervising Professional.

Section 38 - Lands for Work

The Contractor shall provide, at its own expense and without liability to the City, any additional land and access that may be required for temporary construction facilities or for storage of materials.

Section 39 - Cleaning Up

The Contractor shall, as directed by the Supervising Professional, remove at its own expense from the City's property and from all public and private property all temporary structures, rubbish and waste materials resulting from its operations unless otherwise specifically approved, in writing, by the Supervising Professional.

Section 40 - Salvage

The Supervising Professional may designate for salvage any materials from existing structures or underground services. Materials so designated remain City property and shall be transported or stored at a location as the Supervising Professional may direct.

Section 41 - Night, Saturday or Sunday Work

No night or Sunday work (without prior written City approval) will be permitted except in the case of an emergency and then only to the extent absolutely necessary. The City may allow night work which, in the opinion of the Supervising Professional, can be satisfactorily performed at night. Night work is any work between 8:00 p.m. and 7:00 a.m. No Saturday work will be permitted unless the Contractor gives the Supervising Professional at least 48 hours but not more than 5 days notice of the Contractor's intention to work the upcoming Saturday.

Section 42 - Sales Taxes

Under State law the City is exempt from the assessment of State Sales Tax on its direct purchases. Contractors who acquire materials, equipment, supplies, etc. for incorporation in City projects are not likewise exempt. State Law shall prevail. The Bidder shall familiarize itself with the State Law and prepare its Bid accordingly. No extra payment will be allowed under this Contract for failure of the Contractor to make proper allowance in this bid for taxes it must pay.

Section 43

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period _____, 20____, to _____, 20____, performed any work, furnished any materials, sustained any loss, damage or delay, or otherwise done anything in addition to the regular items (or executed change orders) set forth in the Contract titled _____, for which I shall ask, demand, sue for, or claim compensation or extension of time from the City, except as I hereby make claim for additional compensation or extension of time as set forth on the attached itemized statement. I further declare that I have paid all payroll obligations related to this Contract that have become due during the above period and that all invoices related to this Contract received more than 30 days prior to this declaration have been paid in full except as listed below.

There is/is not (Contractor please circle one and strike one as appropriate) an itemized statement attached regarding a request for additional compensation or extension of time.

Contractor

Date

By _____
(Signature)

Its _____
(Title of Office)

Past due invoices, if any, are listed below.

**ATTACHMENT B
LEGAL STATUS OF OFFEROR**

(The Respondent shall fill out the provision and strike out the remaining ones.)

The Respondent is:

- A corporation organized and doing business under the laws of the state of _____, for whom _____ bearing the office title of _____, whose signature is affixed to this proposal, is authorized to execute contracts on behalf of respondent.*

*If not incorporated in Michigan, please attach the corporation's Certificate of Authority

- A limited liability company doing business under the laws of the State of Michigan, whom Kyle Dehne bearing the title of Managing Director whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.
- A partnership organized under the laws of the State of _____ and filed with the County of _____, whose members are (attach list including street and mailing address for each.)
- An individual, whose signature with address, is affixed to this RFP.

Respondent has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.

Signature Kyle N. Dehne Date: 4/27/20

(Print) Name Kyle Dehne Title Managing Director

Firm: Pipetek Infrastructure Services

Address: 12119 Levan, Livonia, MI 48150

Contact Phone 248-880-6965 Fax N/A

Email Kdehne@pipetekservices.com

**ATTACHMENT C
CITY OF ANN ARBOR DECLARATION OF COMPLIANCE**

Non-Discrimination Ordinance

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

Pipetek Infrastructure Services

Company Name

Kyle D. Dehne 4/27/20

Signature of Authorized Representative

Date

Kyle Dehne Managing Director

Print Name and Title

12119 Levan, Livonia, MI 48150

Address, City, State, Zip

248-880-6765 kdehne@pipetekservices.com

Phone/Email address

Questions about the Notice or the City Administrative Policy, Please contact:

Procurement Office of the City of Ann Arbor
(734) 794-6500

Revised 3/31/15 Rev. 0

NDO-2

**ATTACHMENT D
CITY OF ANN ARBOR
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here No. of employees

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$13.91/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$15.51/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

Check the applicable box below which applies to your workforce

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

Pipetek Infrastructure Services
Company Name

12119 Levan, Livonia, MI 48150
Street Address

Kyle D. Dehne 4/27/20
Signature of Authorized Representative Date

Livonia, MI 48150
City, State, Zip

Kyle Dehne, Managing Director
Print Name and Title

248-880-6965 kdehne@pipetekservices.com
Phone/Email address

ATTACHMENT E



VENDOR CONFLICT OF INTEREST DISCLOSURE FORM
--

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <u>N/A</u> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)
<u>N/A</u>	

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
<u>Pipetek Infrastructure Services</u>	<u>248-880-6965</u>	
Vendor Name	Vendor Phone Number	
<u>Kyle Dehne</u>	<u>4/27/20</u>	<u>Kyle Dehne</u>
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, procurement@a2gov.org

ADDENDUM No. 1

RFP No. 20-20

2020 Sewer Televising and Cleaning

Proposals Due: April 28, 2020 at 2:00 P.M. (Local Time)

The information contained herein shall take precedence over the original documents and all previous addenda (if any), and is appended thereto. **This Addendum includes six (6) pages.**

The proposer is to acknowledge receipt of this Addendum No. 1, including all attachments in its proposal by so indicating in the proposal that the addendum has been received. Proposals submitted without acknowledgment of receipt of this addendum may be considered nonconforming.

The following forms provided within the RFP document should be included in submitted bids:

- Attachment C - Non-Discrimination Ordinance Declaration of Compliance
- Attachment D - Living Wage Ordinance Declaration of Compliance
- Attachment E - Vendor Conflict of Interest Disclosure Form

Proposals that fail to provide these forms listed above upon proposal opening may be rejected as non-responsive and may not be considered for award.

I. CORRECTIONS/ADDITIONS/DELETIONS

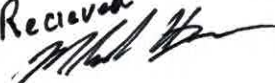
Changes to the RFP documents which are outlined below are referenced to a page or Section in which they appear conspicuously. Offerors are to take note in its review of the documents and include these changes as they may affect work or details in other areas not specifically referenced here.

<u>Section/Page(s)</u>	<u>Change</u>
------------------------	---------------

Pg. 18 - 19	As provided in RFP No. 20-20 Document: Fee Proposal Form
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	As updated herein: Fee Proposal Form, Addendum 1-5 and Addendum 1-6
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Comment: The intent with this change is to add an estimated quantities column for pay items provided in the RFP Document.

Received 4/22/20


II. QUESTIONS AND ANSWERS

The following Questions have been received by the City. Responses are being provided in accordance with the terms of the RFP. Respondents are directed to take note in its review of the documents of the following questions and City responses as they affect work or details in other areas not specifically referenced here.

- Question 1: What is the intent of this program? Are they looking at future rehab for this work?
Answer 1: The intent of this program is to get a condition assessment of City sanitary and storm sewer pipes.
- Question 2: Is this Task order? Work order? Or Emergency work? Or all three?
Answer 2: The work under this contract will generally be assigned in large quantities but there may be a time when an emergency inspection may be needed on short notice.
- Question 3: Is this contract a task/work order type contract where specific tasks will be given for specific areas. If so, what size scope would a "typical" task assignment entail?
Answer 3: Yes, but total quantities will vary. Total quantity estimates have been included on the updated fee proposal form.
- Question 4: Emergency work. Will emergency work be paid at contract unit prices or will time and materials rates be established to do this work. Can the mobilization charges be modified to provide for each event by type of work assignment?
Answer 4: Emergency work will be paid at contract rates plus the emergency mobilization rate.
- Question 5: Are there maps or GIS available for the entire system. Will the Shape / GeoData & corresponding header files be made available to the contractor?
Answer 5: Yes, this data can be provided. A nondisclosure agreement will be required.
- Question 6: Pre-Cleaning Sewer Video Inspections. If we are tasked with videoing a 300 lf sewer and we are only able to complete 50 lf of the task. Will we be paid the entire 300 lf or just the 50' completed on the line. Please explain how the contract pays the contractor for the following scenario: Work request: Clean & Inspect 300 LF x 10" sewer on Main St. *Assume: Contractor cleans from both sides and inspects 30LF from both sides and identifies collapses on both sides (i.e. Total 60 LF Inspected)*
Answer 6: Only the inspected footage (i.e. 50') will be paid. Refer to the detailed specifications in the request for proposal document.
- Question 7: Pre-Cleaning Sewer Video Inspections. Are Reversal set-ups included in our lf price for this work. Could a unit price be established for Reverse setups?
Answer 7: A pay item for reverse setups is not included. Refer to the detailed specifications in the request for proposal document for detail.
- Question 8: Pre-Cleaning Sewer Video Inspections. Is there a minimum length we should assume will be asked to perform with each task?
Answer 8: Our two most recent contracts averaged roughly 10% of the pipes needing normal cleaning and 2% of the pipes needing heavy cleaning prior to inspection. The remainder of the pipes did not require cleaning to perform the inspection.

- Question 9: Culvert Video Inspection. Is there a minimum length we should assume for the length of each culvert we are inspecting? How will accessibility issues in remote areas be addressed?
- Answer 9: The average culvert length is approximately 65'. The City will assist with providing access to culvert locations in remote areas. It is not expected to televise all culverts if access is an issue.
- Question 10: Normal Sewer Cleaning. Does this pay item include normal cleaning, complete video inspection w/ PACP reporting, and sludge disposal by the contractor at his expense.
- Answer 10: Normal cleaning and any associated sludge disposal only. Televising is a separate pay item.
- Question 11: Heavy Sewer Cleaning. Is this pay item paid after normal sewer cleaning is attempted and will this pay item be paid in addition to the normal sewer cleaning item.
- Answer 11: Only one pay item will be paid. Refer to the detailed specifications in the request for proposal document.
- Question 12: Will on-site authorization be made for the various cleaning requirements?
- Answer 12: Refer to the detailed specifications in the request for proposal document.
- Question 13: Will there be any permits required from the county or MDOT and who pays for them.
- Answer 13: Work will be performed under the City MDOT ROW permit and there will be no fees for them. The remainder of the sewers are located on Ann Arbor roads.
- Question 14: Will fire hydrants be available to be used in each location and will there be charges for Hydrant back flow meters and water usage.
- Answer 14: Refer to page 56 in the detailed specifications.
- Question 15: Can there be a three week extension to the bid deadline be given to gather all the required information be given?
- Answer 15: No
- Question 16: Has this on-call contract (work order or IDIQ) has been utilized before by the Owner, will the Engineer/Owner please provide previous itemized bid tabulation or contract pricing for each division/ contract?
- Answer 16: The contract bid tab can be found at https://www.a2gov.org/departments/finance-admin-services/purchasing/Documents/ITB_4409_DetailedBidTab.pdf
- Question 17: Will the Owner/Engineer please provide an idea of work order frequency on an annual basis?
- Answer 17: Estimated total quantities are included on the new fee proposal form.
- Question 18: Will the Owner/Engineer please confirm the mobilization requirements once a work order has been issued? Will the Contractor be allowed to 'stack' work orders to build enough work so that mobilization costs can be reasonably covered?
- Answer 18: Work will generally be assigned in large quantities. The City will assign specific tasks to a Contractor based on availability, turnaround time for completion of tasks, experience and other factors relevant to the task.

- Question 19: Is the 3rd (and subsequent) year of this contract a renewal as agreed upon by the Owner and Contractor?
Answer 19: Mutual agreement.
- Question 20: Can bidders reasonably assume this contract will entail at least the \$1.2M / year expenditure outlined for the specific contractor?
Answer 20: The City has budgeted approximately \$1.2M/year for sanitary and storm inspection and the amount could increase or decrease depending on funding available.
- Question 21: Does the city anticipate multiple awards to multiple contractors for this single contract work?
Answer 21: Contracts will be awarded to up to two contractors.
- Question 22: Will you be providing a bid schedule which shows the actual or at least the approximate quantities for the project?
Answer 22: Total quantity estimates have been included on the updated fee proposal form.
- Question 23: Will you identify what percentage of work will be in easement locations?
Answer 23: This information is not available at this time. Contractor should anticipate many locations will be located in easement areas.
- Question 24: Will you provide maps of the sewer locations, if so, could this include pipe sizes as well?
Answer 24: No, but we offer total quantity estimates including pipe size on the updated proposal form.
- Question 25: Do you have any break down of the footage by pipe size?
Answer 25: Total quantity estimates including pipe size are listed on the updated proposal form.
- Question 26: There is no bid bond required but the winner of the bid will have to provide both a performance bond and labor and material bond, is that correct?
Answer 26: Correct.
- Question 27: Can we use hydrants throughout the city for water?
Question 27: Refer to page 56 in the detailed specifications.
- Question 28: Is it up to the contractor to find its own disposal site?
Question 28: Yes, for storm and sanitary spoils.
- Question 29: Do you know how much of the project will be sanitary and how much will be storm?
Question 29: Not at this time. Estimated footages by size and type are included in the updated fee proposal form.

Bidders are responsible for any conclusions that they may draw from the information contained in the Addendum.

FEE PROPOSAL FORM

City of Ann Arbor – RFP #20-20
2020 Sewer Televising and Cleaning

Respondent's Name: Pipetek Infrastructure Services

Item	Description	Unit	Estimated Quantity	Unit Price
Section 1- General Conditions				
1	Scheduling, organizing, planning, etc.	LS	1	\$ 10,000.00
Section 2 - Sewer Inspection, CCTV				
2	Pre- Cleaning Sewer Video Inspection, 6" to 12" Dia.	LF	1,200,000	\$ 1.25
3	Pre- Cleaning Sewer Video Inspection, 13" to 23" Dia.	LF	126,000	\$ 1.25
4	Pre- Cleaning Sewer Video Inspection, 24" to 36" Dia.	LF	78,000	\$ 1.25
5	Pre- Cleaning Sewer Video Inspection, 37" to 90" Dia.	LF	19,000	\$ 1.25
6	Post- Cleaning Sewer Video Inspection, 6" to 12" Dia.	LF	390,000	\$ 1.00
7	Post- Cleaning Sewer Video Inspection, 13" to 23" Dia.	LF	41,000	\$ 1.00
8	Post- Cleaning Sewer Video Inspection, 24" to 36" Dia.	LF	25,000	\$ 1.00
9	Post- Cleaning Sewer Video Inspection, 37" to 90" Dia.	LF	6,300	\$ 1.00
Section 3 - Sewer Inspection, Multi-Sensor				
10	Multi-Sensor Sewer Inspection, 24" to 36" Dia.	LF	20,000	\$ 7.75
11	Multi-Sensor Sewer Inspection, 37" to 90" Dia.	LF	5,000	\$ 8.50
Section 4 - Sewer Inspection, Sonar				
12	Sonar Sewer Inspection, 6" to 12" Dia.	LF	10,000	\$ 10.00
13	Sonar Sewer Inspection, 13" to 24" Dia.	LF	10,000	\$ 6.00
14	Sonar Sewer Inspection, 25" to 36" Dia.	LF	5,000	\$ 6.00
Section 5 – Culvert Inspection, CCTV				
15	Culvert Video Inspection, 12" to 23" Dia.	EA	50	\$ 250.00
16	Culvert Video Inspection, 24" to 36" Dia.	EA	50	\$ 250.00
17	Culvert Video Inspection, 37" to 90" Dia.	EA	10	\$ 350.00
18	Culvert Video Reverse Inspection	EA	50	\$ 150.00
Section 6 - Manhole Inspection				
19	Manhole Video Inspection, 3D Scan	EA	250	\$ 150.00
Section 7- Sewer Cleaning				
20	Normal Sewer Cleaning, 6" to 12" Dia.	LF	275,000	\$ 1.00
21	Normal Sewer Cleaning, 13" to 23" Dia.	LF	30,000	\$ 1.25
22	Normal Sewer Cleaning, 24" to 36" Dia.	LF	17,500	\$ 1.75
23	Normal Sewer Cleaning, 37" to 90" Dia.	LF	5,000	\$ 2.50
24	Heavy Sewer Cleaning, 6" to 12" Dia.	LF	75,000	\$ 1.50
25	Heavy Sewer Cleaning, 13" to 23" Dia.	LF	8,000	\$ 2.50
26	Heavy Sewer Cleaning, 24" to 36" Dia.	LF	5,000	\$ 4.50
27	Heavy Sewer Cleaning, 37" to 90" Dia.	LF	1,000	\$ 7.00

Section 8 – Green Infrastructure Cleaning				
28	Separator Cleaning - AquaSwirl	EA	10	\$750.00
29	Separator Cleaning - Baysaver	EA	10	\$750.00
30	Separator Cleaning – Hydro International	EA	10	\$750.00
31	Separator Cleaning – Contech	EA	10	\$750.00
32	Separator Cleaning – Other	EA	25	\$1,000.00
33	Weir Wall Cleaning	EA	5	\$500.00
Section 9 – Traffic Control				
34	Temporary Traffic Control, Standard	Day	50	\$1,000.00
35	Temporary Traffic Control, Complex	Day	25	\$2,000.00
36	Temporary Traffic Control, Special	Day	10	\$2,500.00
Section 10 – Mobilization				
37	Mobilization, Emergency	LS	10	\$500.00
38	Mobilization, Non-Emergency	LS	50	\$250.00

The term of the contract is 2 years from the date of the Notice to Proceed with one (1) optional extension for up to two (2) additional years. It shall be understood that the submitted rates are to be honored over the term of the contract. If the contract is extended, a onetime 3% cost escalator may be added to the submitted rates. A written request from the Contractor at the end of the original contract period will be required to consider any rate adjustments.

The undersigned hereby declares that they have carefully examined the conditions of this request for proposal and will provide the services as specified for the prices set for in this proposal.

Representative's Name: Kyle Dehne

Signature:  Date: 4/27/20

Firm Name: Pipetek Infrastructure Services

Address: 12119 Levan

City: Livonia State: MI Zip: 48150

Telephone Number: 248-880-6165

Email: Kdehne@pipetekservices.com

**ATTACHMENT F
CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE**

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below.
You can review the entire ordinance at www.a2gov.org/humanrights.

Intent: It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

Discriminatory Employment Practices: No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

Discriminatory Effects: No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

Nondiscrimination by City Contractors: All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

Complaint Procedure: If any individual believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at www.a2gov.org/humanrights. Then submit it to the Human Rights Commission by e-mail (hrc@a2gov.org), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at hrc@a2gov.org.

Private Actions For Damages or Injunctive Relief: To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.

**THIS IS AN OFFICIAL GOVERNMENT NOTICE AND
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.**

ATTACHMENT G

**CITY OF ANN ARBOR
LIVING WAGE ORDINANCE**

RATE EFFECTIVE APRIL 30, 2020 - ENDING APRIL 29, 2021

\$13.91 per hour

If the employer provides health care benefits*

\$15.51 per hour

If the employer does **NOT** provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

The Law Requires Employers to Display This Poster Where Employees Can Readily See It.

**For Additional Information or to File a Complaint contact
Colin Spencer at 734/794-6500 or cspencer@a2gov.org**

Revised 2/10/2020

**ATTACHMENT H
STANDARD SPECIFICATIONS**

All work performed under this Contract shall be performed in accordance with the Public Services Department Standard Specifications in effect at the date of availability of the contract documents stipulated in the Advertisement. All work under this Contract which is not included in these Standard Specifications, or which is performed using modifications to these Standard Specifications, shall be performed in accordance with the Detailed Specifications provided during the implementation of individual tasks under this Contract.

Copies of the Standard Specifications can be downloaded from the following web link.

<https://www.a2gov.org/departments/engineering/Pages/Engineering-and-Contractor-Resources.aspx>

**ATTACHMENT I
DETAILED SPECIFICATIONS**

**DETAILED SPECIFICATION
FOR
PROJECT SCHEDULE**

1 of 2

DESCRIPTION

Examination of Plans, Specifications, and Work Site: Bidders shall carefully examine the Bid Form, plans, specifications and the work site until the Bidder is satisfied as to all local conditions affecting the contract and the detailed requirements of construction. The submission of the bid shall be considered prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and all requirements of the contract.

The entire work under this Contract shall be completed in accordance with, and subject to, the scheduling requirements as outlined below, and all other requirements of the Contract Documents.

1. The Contractor shall begin the work of this project on or before **July 1, 2020**, and only upon receipt of the fully executed Contract and Notice to Proceed. Appropriate time extensions shall be granted if the Notice to Proceed is delayed beyond this date.
2. The entirety of work under this Contract, including but not limited to the stabilization of all disturbed areas and the removal of any and all traffic control devices shall be completed by June 30, 2022.

The Contractor is expected to be furnished with three (3) copies of the Contract, for his/her execution, on or before June 1, 2020. The Contractor shall properly execute the Contract and return them, with the required Bonds and Insurance Certificate, to the City within ten (10) days. The Contractor shall not begin the work before the applicable date(s) as described herein without approval from the Project Owner, and in no case before the receipt of the fully executed Contract. City Council approval is expected no later than **June 30, 2020**.

Time is of the essence in the performance of the work of this contract. The Contractor is expected to mobilize sufficient personnel and equipment and work throughout all authorized hours to complete the project within the specified time/date of this Contract. Should the Contractor demonstrate that work must occur on Sundays in order to maintain the project schedule, they may do so between the hours of 9:00 a.m. and 5:00 p.m. with prior approval from the City. The Contractor will submit authorization requests for any Sunday work a minimum of three working days in advance of the day of the proposed work. There will be no additional compensation due to the Contractor for work performed on Sundays.

Prior to the start of any construction, the Contractor shall submit a detailed progress schedule of work for the Owner's review and approval. Work shall not start until a schedule is approved in writing by the Owner. The proposed schedule must fully comply with the scheduling requirements contained on the Location & Schedule table and all others in this Detailed Specification. The Contractor shall update the approved work schedule upon request by the Owner and present it within seven days of said request.

The City's decision to delete locations, add locations, change the limits of cleaning and televising at any locations, or, the City's contribution to a delay of the cleaning at any one location shall not entitle the Contractor to receive additional compensation for work on any other

**DETAILED SPECIFICATION
FOR
PROJECT SCHEDULE**

2 of 2

location(s), nor shall it relieve the Contractor of any responsibilities for completion of work on any other location(s).

The Owner may delay or stop the work due to threatening weather conditions. The Contractor shall not be compensated for unused materials or downtime due to rain, or the threat of rain. The Contractor is solely responsible for repairing all damages to the work and to the site, including road infrastructures, road subgrades, and any adjacent properties, which are caused as a result of working in the rain.

The Contractor shall not work in the dark except as approved by the Owner and only when proper lighting for night work is provided. The Owner may stop the work, or may require the Contractor to defer certain work to another day, if, in the Owner's opinion, the work cannot be completed within the remaining daylight hours, or if inadequate daylight is present to either properly perform or inspect the work. The Contractor will not be compensated for unused materials or downtime, when delays or work stoppages are directed by the Owner for darkness and/or inadequate remaining daylight reasons.

Failure to complete all work as specified herein within the times specified herein, including time extensions granted thereto as determined by the Owner, shall entitle the City to deduct from the payments due the Contractor, **\$500.00** in Liquidated Damages, and not as a penalty, for delays in the completion of the work for each and every calendar day beyond the overall project completion date as required by this Detailed Specification.

If the work required by this construction contract is not completed by the specified date(s) including any extensions of time granted thereto, at the sole discretion of the City of Ann Arbor, this Contract may be terminated with no additional compensation due to the Contractor, and the Contractor may be forbidden to bid on future City of Ann Arbor projects for a period of at least three (3) years. If the Owner elects to terminate the Contract, contract items paid for on a Lump Sum basis shall be paid up to a maximum percentage equal to the percentage of the contract work that has been completed.

**DETAILED SPECIFICATION
FOR
COORDINATION AND COOPERATION WITH OTHERS
AND
WORK BY OTHERS**

1 of 1

The Contractor is reminded as to the requirements of article 104.07 of the 2012 edition of the MDOT Standard Specifications, "Cooperation by the Contractor."

The Contractor shall directly coordinate his/her work with individual City Departments/Divisions/Units.

No additional compensation will be paid to the Contractor, and no adjustments to contract unit prices will be made, due to delays and/or the failure of others in the performance of their work, nor for delays due to the encountering of existing utilities that are, or are not, shown on the Plans.

The following Utility Owners, and others not listed specifically, may have overhead and/or underground facilities located within the Right-of-Way/Public Easements:

- The City of Ann Arbor
- University of Michigan (UM)
- Michigan Department of Transportation (MDOT)
- AT&T
- Comcast
- DTE Energy - Detroit Edison Company (Edison)
- DTE Energy - Michigan Consolidated Gas Company (Michcon)
- Fiber Link Inc.
- Light Core (Century Tel)
- MCI Communications
- Windstream Communications

On all projects:

"3 Working Days before you Dig - Call MISS DIG - Toll Free" Phone No. 1-800-482-7171.

The Owners of public or private utilities which will not interfere with the completed project and which do not present a hazard to the public or an extraordinary hazard to the Contractor's operations will not be required to move their facilities on or from the street right-of-way.

Stoppages created solely by the operations of the utility companies which delay utility revisions on any portion of this project may be considered as a basis of claim for an extension of time for project completion.

Costs for this work will not be paid for separately, but shall be included in the bid price of the Contract Item "General Conditions."

**DETAILED SPECIFICATION
FOR
GENERAL CONDITIONS, MAXIMUM \$10,000**

1 of 2

DESCRIPTION

This item shall include all work described and required by the Plans and Specifications for which no item of work is listed in the Bid Form, including but not limited to:

- Scheduling and organization of all work, subcontractors, suppliers, testing, and inspection
- Coordination of, and cooperation with, other contractors, agencies, departments, and utilities
- Protection and maintenance of Utilities
- Locating manholes along sewers to be cleaned and televised
- Placing, maintaining, and removing all soil erosion and sedimentation controls, including inlet filers
- Maintaining drainage
- Maintaining driveways, drive openings, sidewalks, bike paths, mail deliveries, and solid waste/recycle pick-ups.
- Storing all materials and equipment off lawn areas
- Temporary relocation and final replacement/re-setting of mailboxes
- Site clean-up
- Coordination efforts to furnish and operate various-size vehicles/equipment as directed by the Owner
- Noise and dust control
- Mobilization(s) and demobilization(s)
- Furnishing submittals and certifications for material disposal
- All miscellaneous and incidental items such as overhead, insurance, and permits.
- Soil erosion and sedimentation control
- Traffic Control

Quantities as given are approximate and are estimated for bidding purposes. Quantities are not guaranteed and may vary by any amount. While it is the City's intent to complete the project substantially as specified herein, quantities may be changed or reduced to zero for cost savings or other reasons. **The City reserves the right to change the quantities, and no adjustment in unit price will be made for any change in any quantity.**

**DETAILED SPECIFICATION
FOR
GENERAL CONDITIONS, MAXIMUM \$10,000**

2 of 2

MEASUREMENT AND PAYMENT

This item of work will be paid for on a pro rata basis at the time of each progress payment. Measurement will be based on the ratio between work completed during the payment period and the total contract amount. When all of the work of this Contract has been completed, the measurement of this item shall be 1.0 Lump Sum, minus any deductions incurred for inadequate performance as described herein. This amount will not be increased for any reason, including extensions of time, extras, and/or additional work.

The completed work as measured for this item of work will be paid for at the Contract Unit Price for the following Contract (Pay) Item:

PAY ITEM

PAY UNIT

General Conditions, Maximum \$10,000

Lump Sum

The unit price for this item of work shall include all labor, material, and equipment costs to perform all the work specified in the Standard Specifications and as modified by this Detailed Specification.

**DETAILED SPECIFICATION
FOR
SEWER VIDEO INSPECTION**

1 of 5

DESCRIPTION

This work shall consist of internal inspection of sewer via Closed Circuit Television (CCTV). The inspection shall include providing the City with digital videos, images, reports and associated databases that include condition and other descriptive data related to the sewer.

The Contractor performing the work shall be a company specializing in performing internal sewer inspections, and shall have a minimum experience of at least three other projects of similar size and scope within the last five years that included surveying, processing, and interpretation of data associated with CCTV inspections. The Contractor shall assign a Crew Chief with a minimum of 5years' experience on projects similar to this Project and experienced using proposed inspection equipment for this Project. If experience level cannot be met because of new equipment or technology proposed for Project, then submit training and experience information for consideration.

All inspection and recording of sewer features and condition shall be in accordance with National Association of Sewer Service Companies' (NASSCO) standards. The work shall be performed under the supervision of personnel trained and certified in the use of the Pipeline Assessment and Certification Program (PACP) for the inspection of sewer mains and Manhole Assessment and Certification Program (MACP) for the inspection of manholes.

The Contractor's television inspection software shall be IT Pipes, Pipelogix or equal as approved in advance by the City.

Submittals

Prior to initiation of work, the Contractor shall submit for City review and approval the following:

1. Data sheets for proposed CCTV equipment, description of proposed electronic storage device (flash drive, etc.) and proposed electronic file formats.
2. Description of proposed software for recording inspection logs along with a sample of a typical log and all reports as specified.

All sewer video inspections shall be recorded in H.264 MPEG-4 format and shall be submitted with an accompanying PACP Version 6 access database, or newer.

If requested by the City, the Contractor shall notify affected residents/businesses at least one day prior to starting sewer inspection with a "Resident Notification Letter" informing the residents/businesses of the Contractor's activities and to provide contact information for the Contractor and City.

Inspection

All recording of sewers shall be continuous from structure to structure. The camera shall be positioned at the center of the sewer pipe. All inspection shall be completed during times of dry weather flow, and the camera shall record in the same direction as the flow. Inspection against the flow (reverse setup), especially during high flow conditions, must be approved by the City. If reverse setup is required, then the Contractor shall establish a new inspection run separate from downstream (normal) setup.

**DETAILED SPECIFICATION
FOR
SEWER VIDEO INSPECTION**

2 of 5

The Contractor shall use a color pan, tilt and zoom, camera or a digital side scanning camera (panoramic) specifically designed and constructed for sewer inspection. Lighting for the camera or panoramic scanning camera shall provide a clear picture of the entire periphery of the existing sewer. The pan, tilt, zoom camera shall pause, pan, and visually inspect all service connections, pipe ends, and maintenance or structural defects. If utilizing a panoramic view inspection system, pausing and panning is not necessary during the inspection and can be used if the image clearly depicts the inside of the lateral for post processing of the scans.

The rate of speed shall be adjusted to produce a clear, concise record of the piping system and shall not exceed 30 feet per minute for conventional CCTV cameras. Travel shall stop for minimum of 10 seconds to record lateral connections, mainline connections, defects, features, and other observations. Advanced camera systems with high resolution recording and lighting characteristics will be allowed to record at faster rates subject to City review and approval of images.

CCTV inspections will be conducted entirely in digital format. The entire pan, tilt, and zoom inspection survey shall be recorded in H.264 MPEG-4 format written in a digital format (e.g. DVD, hard drive) and submitted with digital links to the survey. All panoramic side scanning inspection survey shall be recorded in an acceptable panoramic format and submitted with digital links to the survey. All cleaning and television inspection reports shall be with-in +/- two (2) feet of the measured linear footage between manholes along the existing sewer centerline from the start of pipe to end of pipe. Work not following these specifications may be rejected for payment and the Contractor may be required to re do the work.

Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions may be used to move the camera through the sewer line.

If the camera will not pass through the entire sewer line section being investigated, the Contractor shall, at no additional cost set up equipment so that inspection can be performed from the opposite manhole. If under the reverse set-up the camera again fails to pass through the entire sewer line section, inspection shall be considered complete. All obstructions in the sewer segment that prohibit passage of the television camera shall be immediately reported to the City referencing location and nature of the obstruction.

Should the Contractor's televising equipment become lodged in any sewer line, it shall be removed by the Contractor at his expense. This shall include, if necessary, excavation and repair of the sewer, underground utility repairs, backfilling and surface restoration. The Contractor shall re-televiser any line segment in which his equipment became lodged after said equipment has been removed to demonstrate to the City that no damage exists as a result of his televising operations.

Unless otherwise approved by the City, inspection shall be completed one sewer section at a time. Access for televising purposes shall only be via existing manholes. Should access to a particular sewer section be difficult and adjacent sections require television inspection, Contractor may be allowed to complete inspection in multiple sewer line sections. When multiple sewer line sections are inspected using one setup, Contractor shall zero the camera's footage metering device at each subsequent sewer manhole to establish uniform starting location of Station 0+00 for each line section televised.

**DETAILED SPECIFICATION
FOR
SEWER VIDEO INSPECTION**

3 of 5

Photographs shall be taken of each coded feature or defect. Digital photographs shall each have unique filename encoded in .JPEG format and a minimum 640 x 480 resolution. The file name shall include the corresponding manhole numbers, upstream and then downstream as the start of file name. The inspection date and defect code shall be included.

Recordings and Reporting

The Contractor shall provide a video of all pipe segment inspections and assign a unique filename per pipe segment inspection. The file name shall include the corresponding manhole numbers, upstream and then downstream as the start of file name. Video shall be encoded in H.264 MPEG-4 format.

Other inspection recording requirements are provided below:

The video opening Screen: The following is an example of the required on-screen text display fields.

<i>Date & Time:</i>	<i>(YYYY/MM/DD), (military time hh:mm)</i>
<i>Surveyor's Name/& Co.:</i>	<i>John Doe, (Contractor)</i>
<i>Project Name:</i>	<i>XYZ Project</i>
<i>Location:</i>	<i>1 Example (Main Street)</i>
<i>Upstream MH No:</i>	<i>### (Feature_ID and Facility_ID)</i>
<i>Upstream MH depth:</i>	<i>##.# (nearest tenth of a foot)</i>
<i>Downstream MH No:</i>	<i>### (Feature_ID and Facility_ID)</i>
<i>Downstream MH Depth</i>	<i>### (Feature_ID and Facility_ID)</i>
<i>Pipe Segment Ref.</i>	<i>##### (Feature_IDs)</i>
<i>Starting Footage:</i>	<i>###(nearest tenth of foot)</i>
<i>Inspection Direction:</i>	<i>Downstream or Upstream</i>
<i>Pipe Material:</i>	<i>Example, (VCP)</i>
<i>Pipe Diameter/Height/Width:</i>	<i>Diameter/Height: ##" Width: ##" (as measured in the field)</i>
<i>Weather:</i>	<i>Example, (Snow)</i>
<i>Pre-Cleaning:</i>	<i>Example, (Jetting)</i>
<i>Additional Info:</i>	<i>additional important information/comments</i>

Continuous View: Following is the list of required on-screen text display fields:

- Inspection date and time.
- Continuous forward and reverse readout of camera distance (tape counter footage).
- Pipe segment feature ID.
- Defect/observation code(s) (when encountered).

The proper IDs shall be used to identify the inspected pipeline, upstream and downstream manholes (Facility IDs and Feature IDs from the City's GIS.) The City shall provide detailed GIS data for all sewers to be inspected. This information shall be utilized to pre-populate required header information.

**DETAILED SPECIFICATION
FOR
SEWER VIDEO INSPECTION**

4 of 5

All inspection reports shall be filled out in their entirety and referenced to the video that contains the line segment. Videos shall be color and of digital quality and also contain identifying labels for sewers and manholes within the file path or be organized in a manner that allows for easy segment identification.

NASSCO coding format is required including a list of defects encountered as well as a map of the sewer showing the relevant structures and pipelines in correct spatial proportions. Reports shall show overall structural pipe rating index (SPRI) values, overall O&M pipe rating index (MPRI) values, and overall pipe rating index (OPRI) values.

All reports shall include a linear sketch of the sewer segment showing defect locations and code. All pipes, manholes, laterals and other structures shall be identified using City naming convention. The operator's PACP certification number shall be recorded on the Reports.

The Contractor shall also prepare a Defect Assessment Report for each sewer segment that lists the individual pipe defects and assigns a defect "grade" using the NASSCO PACP Condition Grading System guidelines. The individual Defect Assessment Reports shall then be listed by category on a Defect Summarization Table spreadsheet.

The Defect Summarization Table shall list all categories of defects. It shall be capable of tabulating continuous and repeating continuous defect grades. The summarization spreadsheet shall have a category for both age-related constant defects and service lead-related defects.

The Defect Summarization Table shall then calculate the "Defect Ratio" for each sewer segment by dividing the totaled defects by the total length of each sewer segment. (Defect Ratio = Total Defect Grade/Total Length).

The Contractor shall deliver to the City all electronic records copied onto a suitable data storage device (CD, DVD, hard drive, etc.). The devices shall be labeled to correspond with the hard copy.

Inspection Reports: Labels shall be permanent with complete project information. The Defect Assessment Report shall be in Adobe PDF. The Defect Summarization Table shall be viewable and editable using standard Microsoft Office software. An electronic database formatted to work with to the most recent PACP standards shall also be included with the submittal.

The City reserves the right to reject any or all televising and recording of sewer segments due to poor quality or clarity of defects. If necessary the Contractor shall re-inspect those segments as determined by the City at no additional cost to the City.

All video recordings, still images and reports shall become property of the City without restriction for copying, re-use or publication.

All inspection recordings and reports will be reviewed by the City. The City shall have the authority to reject all or any portion of recordings not conforming to Specifications. These areas shall be re-inspected at no additional charge.

**DETAILED SPECIFICATION
FOR
SEWER VIDEO INSPECTION**

5 of 5

MEASUREMENT AND PAYMENT

The completed work as measured for this item of work will be paid for at the contract unit price for the following contract item:

Pay Item

Pay Unit

Sewer Video Inspection, 12" to 90" Diameter

Linear Foot

Sewer video inspection will be paid for at the Contract Unit Price per linear foot. Price paid shall be payment in full for all labor, material, and equipment required for video inspection of existing sanitary sewer and shall include, but is not limited to, all minor traffic control, water, electrical bills, temporary plugging, disposal of debris, cleanup and any other applicable item required to successfully complete the inspection and assessment of the designated lines, as well as the required reporting and deliverables. Measurement of the actual number of feet inspected shall be made based on the distance from the wall of the starting access point to the wall of the finishing access point.

If the inspection equipment cannot make full passage through the pipe during the inspection, the payment will be based on the actual length of sewer inspected from the wall of the starting access point.

**DETAILED SPECIFICATION
FOR
SEWER CLEANING**

1 of 5

DESCRIPTION

The work shall consist of all labor, material, and equipment necessary to clean existing storm and/or sanitary sewers ranging in size from 8 to 90 inches in diameter. The work includes flushing, debris removal, root cutting, deposit cutting, grinding protruding break-in service connections, and remote televising of the sewer. Except as otherwise specified herein, all work shall be performed in accordance with the City of Ann Arbor Public Services Area Standard Specifications, and as directed by the City.

The Contractor performing the work shall be a company specializing in performing sewer cleaning, and shall have a minimum experience of at least three other projects of similar size and scope within the last five years that included cleaning, surveying, processing, and interpretation of data associated with CCTV inspections. The Contractor shall assign a Crew Chief with a minimum of 5 years' experience on projects similar to this Project and experienced using proposed equipment for this Project. If experience level cannot be met because of new equipment or technology proposed for Project, then submit training and experience information for consideration.

The work shall be performed under the supervision of personnel trained and certified in the use of the National Association of Sewer Service Companies' (NASSCO) Pipeline Assessment and Certification Program (PACP) for the inspection of sewer mains and Manhole Assessment and Certification Program (MACP) for the inspection of manholes.

A pre-cleaning video is required for all identified sewers. The City will review the preliminary video within 10 days of receipt and determine if sewer cleaning is required along each sewer section. The Contractor shall clean all sewers identified for cleaning and provide a post-cleaning video inspection.

The Contractor shall carry out his operations in strict accordance with all OSHA, MIOSHA, and manufacturer's safety requirements.

Submittals

Prior to initiation of work, the Contractor shall submit for City review and approval the following:

1. Proposed sequence and schedule, and sample resident/business notification letter.
2. Contractor's proposed safety program including confined space entry procedures, equipment calibration, and standard forms.

CLEANING

General

Where directed by the City, it shall be the responsibility of the Contractor to remove all internal deposits from the pipeline. This shall include dirt, debris, mud, bricks, mineral deposits, roots, pieces of broken pipe, etc. Cleaning of sewers shall be in accordance with the City of Ann Arbor Public Services Area Standard Specifications, and as directed by the City.

It is recognized that there are some conditions such as broken pipe and major blockages that prevent cleaning from being accomplished or where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the Contractor shall notify the City immediately.

**DETAILED SPECIFICATION
FOR
SEWER CLEANING**

2 of 5

The sewers shall be cleaned by using a high pressure water cleaning machine. A high pressure hose with a jet nozzle shall be introduced into the sewer so that a spray shall scour and clean the sewer line without applying internal pressure and damaging the pipe. The hose shall be self-propelled by a minimum water pressure of 1,000 psi. The jet nozzle hose, upon withdrawal, will scour the pipe, flushing light materials down the line and depositing heavy materials in the downstream manhole for removal. All debris shall be completely removed from the sewer and disposed of by the Contractor at his expense.

The Contractor shall furnish suitable power machinery which shall be used to remove tree roots, and deposits remaining after jet cleaning.

A power rodding machine shall be either a sectional or continuous rod type capable of holding a minimum of 750 feet of rod. The rod shall be specifically heat-treated steel. To ensure safe operation, the machine shall be fully enclosed and have an automatic safety clutch or relief valve.

Bucket machines shall be in pairs with sufficient power to perform the work in an efficient manner. Machines shall be belt operated or have an overload device. Machines with direct drive that could cause damage to the pipe will not be allowed.

The Contractor shall maintain detailed documentation of cleaning efforts on each sewer segment. Such documentation shall be made available to the City at any time.

Sewers to be cleaned may be located in difficult to access locations. The Contractor shall review the sewer locations to determine how best to access, clean and televise the sewers. Easement machines or similar remote access equipment may be required.

The Contractor shall notify potentially impacted businesses and residents regarding the Project, in advance of the Work. The Contractor shall provide a cleaning crew on call for any emergency situations during the Work.

All water necessary for the cleaning operations shall be furnished by the City at agreed fire hydrant locations. Contact the Wheeler Center: 4251 Stone School Road at 734-794-6350 for procedures and fees for the hydrant meter, backflow preventer, and hydrant meter cage. All fees and water use charges shall be paid by Contractor. Hydrants used by the Contractor shall be pumped down by the Contractor to prevent freezing. Frozen hydrants that were used by the Contractor and not properly closed or pumped down shall be repaired by the Contractor at no additional cost.

Material Removal & Disposal

Sludge, dirt, sand, rocks, grease, and other solid or semi-solid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section shall not be permitted, unless approved by the City due to limited manhole access. Under no circumstances shall sewage solids be dumped onto the surface, street, or into ditches, inlets, or storm drains.

**DETAILED SPECIFICATION
FOR
SEWER CLEANING**

3 of 5

All solid and semi-solid material removed from the sewers shall be loaded and hauled by the Contractor to a pre-approved waste disposal location secured by the Contractor. The City shall be provided a copy of all manifests. Any costs or fees associated with the disposal of the material, including material testing shall be paid by the Contractor. No additional payment will be made for disposal fees and shall be incidental to the cleaning of the sewers. The Contractor shall provide for the discharge of the liquid removed the manholes and using an approved manhole as specified by the City. No debris shall be allowed to pass on to downstream portions of the sewer system. The Contractor will be responsible to clean downstream sewers at his own expense if debris is allowed to pass beyond the work area.

Root Removal

Roots shall be removed from all sewer sections identified to be cleaned where root intrusion is a problem. Procedures may include the use of mechanical equipment such as rodding machines, bucket machines and winches using root cutters and porcupines, and equipment such as high-velocity jet cleaners. Chemical root treatment may only be used by the Contractor with prior approval of the City.

Line Obstructions

It shall be the responsibility of the Contractor to clear the line of obstructions such as solids, protruding branch connections or broken pipe. If video inspection reveals an obstruction that cannot be removed by conventional cleaning equipment, then the Contractor shall immediately notify the City.

Services which protrude more than 3/4-inch into the sewer lines shall be ground down as flush as possible with the wall of the sewer. Grinding shall be done with equipment operating inside of the sewer and shall not cause damage to the sewer or the service being ground. If the protruding service is in such condition that grinding is not possible or if the condition of the sewer is such that repairs cannot be performed from inside the sewer, then the Contractor shall immediately notify the City of the condition.

Cleaning Precautions

The Contractor shall supply a notice to be hand delivered to residents and business owners with information on the sewer cleaning operations and precautions. A draft of the notice shall be submitted to the City for approval prior to use. The Contractor shall assist in delivery of this notice and coordinating the schedule of work to ensure that this notice will be delivered before any sewer line cleaning is started. The Contractor shall ensure that every user is so notified. Notification shall include telephone number(s) for contacting the Contractor at any time, day or night.

During sewer cleaning operations, satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools (which depend upon water pressure to provide their cleaning force) or tools which retard the flow in the sewer line are used, precautions shall be taken to ensure that the water pressure created does not damage or cause flooding of public or private property being served by the sewer. If such back-ups or flooding occurs, it shall be the Contractor's responsibility to respond, coordinate, and pay for, any cleaning and or restoration of private property.

Site Access

The Contractor may be requested to clean sewers that are located in difficult to access locations with 1,500 feet or greater between manholes. Therefore, the Contractor's equipment shall be heavy-duty municipal or industrial type with the capability of cleaning at least 1,500 feet continuously from one manhole setup. The Contractor shall review the sewer locations to determine how best to access, clean and televise the sewers. Easement machines or similar remote access equipment may be required.

**DETAILED SPECIFICATION
FOR
SEWER CLEANING**

4 of 5

If cleaning locations require access through side yard easements, the Contractor shall be responsible for coordinating access with the impacted property owners and will be assisted by the City during this process.

Final Acceptance

Acceptance of sewer line cleaning shall be made upon the successful completion of the final CCTV investigation and shall be to the satisfaction of the City. If CCTV investigation shows the cleaning to be unsatisfactory, the Contractor shall be required to re-clean and reinvestigate the sewer line until the cleaning is shown to be satisfactory.

MEASUREMENT AND PAYMENT

The completed work as measured for this item of work will be paid for at the contract unit price for the following contract items:

Pay Item

Pay Unit

Normal Sewer Cleaning, ___" to ___" Dia.

Linear Foot

Normal Sewer Cleaning will be paid for at the Contract Unit Price per linear foot. Price paid shall be payment in full for all labor, material, and equipment required for cleaning of existing sanitary sewer so that the sewer is ready for the final televising. This item of work shall include removal of settled deposits and obstructions up to the limits identified below by sewer diameter:

- Up to 12-inches 25%
- 13- to 24-inches 15%
- 25- to 40-inches 10%

The settled deposits and obstructions shall be removed by an unlimited number of passes of a hydraulic flusher and collected for removal at the downstream manhole. All debris must be removed from the sewer, including any debris that may have been washed up into any service connections (does not include known pre-existing conditions in service connections), drop connections or the bench wall of the manholes. This item does not include root cutting, deposit removal, or grinding of protruding service connections. All video inspection necessary to verify the cleanliness of the lines shall be incidental to this item of work.

Measurement of the actual number of feet cleaned shall be made based on the distance from the wall of the starting access point to the wall of the finishing access point.

**DETAILED SPECIFICATION
FOR
SEWER CLEANING**

5 of 5

Pay Item

Heavy Sewer Cleaning, ___” to ___” Dia.

Pay Unit

Linear Foot

Heavy Sewer Cleaning will be paid for at the Contract Unit Price per linear foot. Price paid shall be payment in full for all labor, material, and equipment required for cleaning of existing sanitary sewer so that the sewer is ready for the final televising. This item of work shall be paid for sewers requiring continuous rodding, root cutting, deposit removal or cleaning above the limits identified under the “Normal Sewer Cleaning” Pay Item.

Measurement of the actual number of feet cleaned shall be made based on the distance from the wall of the starting access point to the wall of the finishing access point.

Pay Item

Extra Heavy Sewer Cleaning

Pay Unit

Hour

Extra Heavy Sewer Cleaning will be paid for at the Contract Unit Price on a per hour basis and will be paid in addition to the unit price for Normal Sewer Cleaning or Heavy Sewer Cleaning. It shall be paid only for those sewers that require additional services beyond continuous rodding, root cutting, or deposit cutting as defined under the "Heavy Sewer Cleaning" Pay Item.

The use of “Extra Heavy Sewer Cleaning” shall be agreed upon by both the construction observer and the Contractor, and shall be approved by the City. It shall only be utilized for abnormal cleaning circumstances beyond those described under the “Normal Sewer Cleaning” and “Heavy Sewer Cleaning” Pay Items.

Pay Item

Cutting Protruding Service Leads

Pay Unit

Each

Cutting Protruding Service Leads will be paid for at the Contract Unit Price per each service lead cut. This item of work shall include all labor, equipment and material necessary to cut protruding laterals and remove roots and/or mineral deposits in laterals that intrude into the sewer main. Contractor shall cut back any size service lead protrusions and remove roots/mineral deposits to a maximum protrusion of 1/4". This work shall be accomplished with video monitored remote controlled cutting devices, or other approved method. Use of video monitoring shall be included in this item of work.

**DETAILED SPECIFICATION
FOR
GREEN INFRASTRUCTURE CLEANING**

1 of 4

DESCRIPTION

The work shall consist of all labor, material, and equipment necessary to clean existing storm separators and weir walls. There are numerous weir walls within large diameter sewers throughout the City. The City of Ann Arbor also has storm separators manufactured by, but not limited to, AquaSwirl, Baysaver, Hydro International, and Contech throughout the City. The work includes debris removal. Except as otherwise specified herein, all work shall be performed in accordance with the City of Ann Arbor Public Services Area Standard Specifications, and as directed by the City.

The Contractor performing the work shall be a company specializing in performing sewer cleaning, and shall have a minimum experience of at least three other projects of similar size and scope within the last five years that included cleaning, surveying, processing, and interpretation of data associated with CCTV inspections. The Contractor shall assign a Crew Chief with a minimum of 5 years' experience on projects similar to this Project and experienced using proposed equipment for this Project. If experience level cannot be met because of new equipment or technology proposed for Project, then submit training and experience information for consideration.

The Contractor shall carry out his operations in strict accordance with all OSHA, MIOSHA, and manufacturer's safety requirements.

Submittals

Prior to initiation of work, the Contractor shall submit for City review and approval the following:

1. Proposed sequence and schedule, and sample resident/business notification letter.
2. Contractor's proposed safety program including confined space entry procedures, equipment calibration, and standard forms.

After completion of the work, the contractor shall submit an inspection report for City review and approval.

CLEANING

General

Where directed by the City, it shall be the responsibility of the Contractor to remove all internal deposits from the storm separators and weir walls. This shall include dirt, debris, mud, bricks, mineral deposits, etc. Cleaning of sewers shall be in accordance with the City of Ann Arbor Public Services Area Standard Specifications, and as directed by the City.

It is recognized that there are some conditions such as broken separators and major blockages that prevent cleaning from being accomplished or where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the Contractor shall notify the City immediately.

**DETAILED SPECIFICATION
FOR
GREEN INFRASTRUCTURE CLEANING**

2 of 4

The storm separators and weir walls shall be cleaned by using a vac truck. Cleaning of the weir walls requires the cleaning of the upstream sewer. Please refer to the Sewer Cleaning specification. All debris shall be completely removed from the sewer and disposed of by the Contractor at his expense.

The Contractor shall maintain detailed documentation of cleaning efforts on each storm separator and weir wall. Such documentation shall be made available to the City at any time.

Storm separators and weir walls to be cleaned may be located in difficult to access locations. The Contractor shall review the sewer locations to determine how best to access and clean each separator and weir wall. Easement machines or similar remote access equipment may be required.

The Contractor shall notify potentially impacted businesses and residents regarding the Project, in advance of the Work. The Contractor shall provide a cleaning crew on call for any emergency situations during the Work.

All water necessary for the cleaning operations shall be furnished by the City at agreed fire hydrant locations. Contact the Wheeler Center: 4251 Stone School Road at 734-794-6350 for procedures and fees for the hydrant meter, backflow preventer, and hydrant meter cage. All fees and water use charges shall be paid by Contractor. Hydrants used by the Contractor shall be pumped down by the Contractor to prevent freezing. Frozen hydrants that were used by the Contractor and not properly closed or pumped down shall be repaired by the Contractor at no additional cost.

Material Removal & Disposal

Sludge, dirt, sand, rocks, grease, and other solid or semi-solid material resulting from the cleaning operation shall be removed at the area being cleaned. Under no circumstances shall sewage solids be dumped onto the surface, street, or into ditches, inlets, or storm drains.

All solid and semi-solid material removed from the sewers shall be loaded and hauled by the Contractor to a pre-approved waste disposal location secured by the Contractor. The City shall be provided a copy of all manifests. Any costs or fees associated with the disposal of the material, including material testing shall be paid by the Contractor. No additional payment will be made for disposal fees and shall be incidental to the cleaning of the sewers. The Contractor shall provide for the discharge of the liquid removed the manholes and using an approved manhole as specified by the City. No debris shall be allowed to pass on to downstream portions of the sewer system. The Contractor will be responsible to clean sewers at his own expense if debris is allowed to pass beyond the work area.

Cleaning Precautions

The Contractor shall supply a notice to be hand delivered to residents and business owners with information on the sewer cleaning operations and precautions. A draft of the notice shall be submitted to the City for approval prior to use. The Contractor shall assist in delivery of this notice and coordinating the schedule of work to ensure that this notice will be delivered before any sewer line cleaning is started. The Contractor shall ensure that every user is so notified. Notification shall include telephone number(s) for contacting the Contractor at any time, day or night.

During sewer cleaning operations, satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools (which depend upon water pressure to

**DETAILED SPECIFICATION
FOR
GREEN INFRASTRUCTURE CLEANING**

3 of 4

provide their cleaning force) or tools which retard the flow in the sewer line are used, precautions shall be taken to ensure that the water pressure created does not damage or cause flooding of public or private property being served by the sewer. If such back-ups or flooding occurs, it shall be the Contractor's responsibility to respond, coordinate, and pay for, any cleaning and or restoration of private property.

Site Access

The Contractor may be requested to clean sewers that are located in difficult to access locations. Therefore, the Contractor's equipment shall be heavy-duty municipal or industrial type. Contractor shall review the separator and weir wall locations to determine how best to access and clean the structures. Easement machines or similar remote access equipment may be required.

If cleaning locations require access through side yard easements, the Contractor shall be responsible for coordinating access with the impacted property owners and will be assisted by the City during this process.

Inspection Reports

Contractor shall complete an inspection report for each storm separator and weir wall, each report shall include the following:

1. Measurement of the actual volume of material removed from the structure.
2. Field observations that outline the accessibility of each structure, the amount of settled deposits vs trash observed, and any other general observations unique to each structure.
3. Photos of each structure prior to and after cleaning. This item is only applicable to storm separators.

Final Acceptance

Acceptance of storm separator and weir wall cleaning shall be made upon the successful completion of the final report and shall be to the satisfaction of the City. If report shows the cleaning to be unsatisfactory, the Contractor shall be required to re-clean and reinvestigate the sewer line until the cleaning is shown to be satisfactory.

MEASUREMENT AND PAYMENT

The completed work as measured for this item of work will be paid for at the contract unit price for the following contract items:

<u>Pay Item</u>	<u>Pay Unit</u>
Separator Cleaning - AquaSwirl	Each
Separator Cleaning - Baysaver	Each
Separator Cleaning – Hydro International	Each
Separator Cleaning – Contech	Each
Separator Cleaning - Other	Each

**DETAILED SPECIFICATION
FOR
GREEN INFRASTRUCTURE CLEANING**

4 of 4

Separator Cleaning - General will be paid for at the Contract Unit Price per each structure cleaned. Price paid shall be payment in full for all labor, material, and equipment required for cleaning of existing storm separator and providing report. This item of work shall include removal of all debris, settled deposits, and trash. All video inspection necessary to verify the cleanliness of the lines shall be under a separate bid item.

Pay Item

Pay Unit

Weir Wall Cleaning

Each

Weir Wall Cleaning will be paid for at the Contract Unit Price per each structure cleaned. Price paid shall be payment in full for all labor, material, and equipment required for cleaning of existing weir wall and providing report. This item of work shall include removal of all debris, settled deposits, and trash. Cleaning and video inspection of the sewer is not included in this pay item.

**DETAILED SPECIFICATIONS
FOR
GENERAL CONSTRUCTION NOTES**

1 of 1

The following notes pertain to all Plan sheets issued as part of this Contract, and these notes shall be considered part of each Plan sheet or Detailed Information Sheet.

1. All work shall conform to latest revision of the City Standard Specifications.
2. The Contractor shall maintain access to all drives throughout the course of construction. Drives shall never be closed during non-working hours, unless otherwise authorized in writing by the City.
3. The Contractor shall completely restore all existing site features to better than, or equal to, their existing condition.
4. The Contractor shall be aware that there are above-ground and below-ground utilities existing in and on these streets which include, but are not limited to: gas mains and service leads; water mains and service leads; storm sewer mains and service leads; sanitary sewer mains and service leads; telephone poles, wires, cables and conduits; electrical poles, wires, cables and conduits; cable television wires, cables and conduits, and other various utilities. The Contractor shall conduct all of its work so as not to damage or alter in any way, any existing utility, except where specified on the Plans or where directed by the City.
5. No extra payments or adjustments to unit prices will be made for damages, delays, costs and/or charges due to existing utilities, structures, features and/or site conditions not shown or being incorrectly shown or represented on the Plans.

**DETAILED SPECIFICATION
FOR
TRAFFIC CONTROL**

1 of 3

DESCRIPTION

This work shall consist of protecting and maintaining vehicular and pedestrian traffic, in accordance with Sections 104.11, 812, and 922 of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction; the 2011 Michigan Manual of Uniform Traffic Control Devices (MMUTCD); and the City Standard Specifications, except as modified herein.

The Contractor shall furnish, erect, maintain and, upon completion of the work, remove all traffic control devices and barricade lights as required on the project for the safety and protection of local traffic. This includes, but is not limited to, temporary advance, regulatory, and warning signs; barricades and channelizing devices at intersections and on streets where traffic is to be maintained; barricades at the ends of the project and at right-of-way lines of intersecting streets, and traffic control devices for moving construction operations.

MATERIALS, EQUIPMENT, AND METHODS

The work of Traffic Control shall include, but not be limited to:

- The furnishing and operating of lighted plastic drums
- The furnishing and operating of Type III lighted barricades
- The furnishing and operating of all temporary “Type B” signs
- The furnishing and operating of arrow panels as required by the City
- The furnishing of signposts and installation of No Parking signs
- The furnishing and operating of miscellaneous signs, warning devices, flag-persons, and cones;
- The operation of additional signs furnished by the City;
- Furnishing and installing meter bags;
- Coordinating with the City to have meter heads removed and reinstalled;
- Maintaining pedestrian traffic;
- Temporarily covering traffic controls;
- Temporarily covering existing signs as directed;
- Any and all other miscellaneous and/or incidental items which are necessary to properly perform the work.

Materials and equipment shall meet the requirements specified in the above-designated sections of the MDOT Standard Specifications.

The Contractor shall maintain two-way traffic on major streets, access for local traffic on local streets, and keep all intersections open to traffic at all times, unless specifically authorized in writing by the City. The Contractor shall maintain traffic such that no vehicle shall be required to drive into active work areas. The Contractor shall maintain vehicular and pedestrian traffic during the work by the use of flag-persons, channelizing devices, and signs as necessary, as directed by the City, and in accordance with MMUTCD.

Local access shall be maintained at all times for emergency vehicles, refuse pick-up, mail delivery, school buses, and ingress/egress to public and private properties.

**DETAILED SPECIFICATION
FOR
TRAFFIC CONTROL**

2 of 3

The Contractor shall maintain pedestrian traffic at all times. For maintaining normal pedestrian traffic while performing sidewalk and driveway repair, Type I barricades shall be placed by the Contractor, as directed by the City. "Sidewalk Closed" and/or "Cross Here" signs shall be placed, by the Contractor, when directed by the City.

The contractor shall schedule and conduct all work operations such that sidewalks and driveways will remain open along one side of each street being worked upon while work is on-going on the opposite side. The Contractor shall maintain an accessible route at all times as defined within the Americans with Disabilities Act along each street upon which construction is occurring.

All temporary traffic/pedestrian control devices furnished by the Contractor shall remain the property of the Contractor. The City shall not be responsible for stolen or damaged signs, barricades, barricade lights or other traffic maintenance items. The Contractor shall replace missing traffic control devices immediately, at no additional cost to the City.

All existing signs, and signs erected by the City of Ann Arbor on this project shall be preserved, protected, and maintained by the Contractor. Existing City owned signs which are damaged by the Contractor during the work will be repaired by the City at the Contractor's expense.

A lane-closure permit shall be obtained by the Contractor from the City at least 48 hours in advance of any proposed lane or street closing. No street or lane closures shall be performed without the written approval of the City, a minimum of one week in advance of the work.

The hours of work on all Local streets are 7:00 a.m. to 8:00 p.m., Monday through Saturday, or as specified on the lane-closure permit. No equipment will be allowed in the street before or after these hours. Local streets may only be closed to through traffic (local access only) with written authorization of the City. Work must be completed each day such that all streets are re-opened to through traffic by 8:00 p.m. unless otherwise specified, directed, or authorized in writing by the City. All major changes in traffic control shall be made either between 9:30 a.m. and 3:30 p.m. or between 7:00 p.m. and 6:30 a.m. in order to minimize interference with rush-hour traffic. All traffic controls must be in-place and ready for traffic each day by 6:30 a.m. and 3:30 p.m.

The Contractor shall temporarily cover conflicting traffic and/or parking signs when directed by the City.

Parking violation citations issued to the Contractor, subcontractor and material suppliers, including their employees, shall be enforced under appropriate City Code.

The Contractor shall replace missing or damaged traffic control devices, as directed by the City. When traffic control devices have been damaged by, or due to, the negligence of the Contractor, his subcontractors or material suppliers, the traffic control devices shall be replaced at the Contractor's expense.

**DETAILED SPECIFICATION
FOR
TRAFFIC CONTROL**

3 of 3

The Contractor shall furnish and operate all lighted arrow boards; lighted plastic drums; type III barricades; and Type B temporary signs as directed by the City. Specifically:

- Lighted Arrow boards shall be type A or B as directed by the City, and shall be electric powered (either battery or solar). Motor generators using gasoline, diesel, LP gas, or other such fuel are not approved for use.
- Type III Barricades shall have standard orange-and-white stripes on both sides of the barricade.
- “Construction Ahead” warning signs shall be placed as directed by the City prior to the start of work, regardless of the nature, magnitude, or duration of the work.

Sufficient signs shall be provided by the Contractor to insure the safety of the workers and the general public in accordance with the current MMUTCD.

Prohibiting Parking

On occasions where the Contractor shall need to reserve parking areas for staging equipment, prior to the commencement of any construction activity, the Contractor shall place No-Parking signs as directed by the City. The Contractor shall obtain a permit for “Temporary Permission of Reserve Parking Lane for Work Related Purposes” from the City of Ann Arbor Project Management Services Unit. This permit shall be obtained a minimum of 5 days prior to the posting of No-Parking signs.

The City will furnish No-Parking signs to the Contractor at no cost. The Contractor shall furnish the signposts and shall securely bolt the signs to the signposts as directed by the City. The Contractor shall install the signposts at least 2-feet deep into the ground, and there shall be a minimum 6-foot and maximum 7-foot clearance maintained between the bottom of the sign and the ground. The signs shall be placed at 75-foot intervals (or as necessary) to eliminate parking in the construction area.

The installation of No-Parking signs shall be in accordance with the permit. No-Parking signs shall be installed by the Contractor, as directed by the City, **at least 48 hours prior to the proposed start-of-work/enforcement date.**

No-Parking signs shall be returned to the City at the completion of the work. The cost of unreturned signs will be back charged to the Contractor.

No-Parking signs shall be covered by the Contractor, thereby allowing on-street parking, until between 48 and 36 hours prior to the start of the work. No-Parking signs shall be covered by the Contractor whenever there is no work being performed for a period of time longer than 72 hours.

Where there is metered parking, the Contractor shall install meter bags.

Costs for all traffic control work will not be paid for separately, but shall be included in the bid price of the Contract Item “General Conditions.”

**DETAILED SPECIFICATION
FOR
SOIL EROSION AND SEDIMENTATION CONTROL MEASURES**

1 of 1

The Contractor shall furnish, place, maintain and remove soil erosion and sedimentation control measures, including but not limited to, fabric filters at all drainage structures, all in accordance with all applicable City (and other governmental agencies) codes and standards, as directed by the City, as detailed in the Standard Specifications, and as shown on the Plans.

Costs for this work will not be paid for separately, but shall be included in the bid price of the Contract Item "General Conditions."

ATTACHMENT J

PERFORMANCE BOND

- (1) _____ of _____ (referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for \$ _____, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City dated _____, 202_, for: _____ and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.
- (3) Whenever the Principal is declared by the City to be in default under the Contract, the Surety may promptly remedy the default or shall promptly:
- (a) complete the Contract in accordance with its terms and conditions; or
 - (b) obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.
- (4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the Contract.
- (5) Surety agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work, or to the specifications.
- (6) Principal, Surety, and the City agree that signatures on this bond may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this bond. This bond may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

SIGNED AND SEALED this _____ day of _____, 202_.

(Name of Surety Company)
By _____
(Signature)

Its _____
(Title of Office)

Approved as to form:

Stephen K. Postema, City Attorney

(Name of Principal)
By _____
(Signature)

Its _____
(Title of Office)

Name and address of agent:

LABOR AND MATERIAL BOND

- (1) _____
of _____ (referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan, (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit of claimants as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq., in the amount of \$ _____, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City, dated _____, 202_, for _____
_____; and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as amended;
- (3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required under the Contract, the Surety shall pay those claimants.
- (4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no obligation if the Principal promptly and fully pays the claimants.
- (5) Principal, Surety, and the City agree that signatures on this bond may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this bond. This bond may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

SIGNED AND SEALED this _____ day of _____, 202_

(Name of Surety Company)

By _____
(Signature)

Its _____
(Title of Office)

Approved as to form:

Stephen K. Postema, City Attorney

(Name of Principal)

By _____
(Signature)

Its _____
(Title of Office)

Name and address of agent:

A. Professional Qualifications

About Pipetek Infrastructure Services:

Shop Addresses:

12119 Levan
Livonia, MI 48150

27199 Northline Rd.
Taylor, MI 48180

34020 James J Pompo Dr
Fraser, MI 48026

** For the Ann Arbor project, personal, equipment and management would be out of Pipetek's main Livonia, MI office.

Contact Information:

Phone: (734) 921-3054 (24-Hour Contact Number)

Website: www.pipetekservices.com

Management Contact:

Michael Hagan – Operations Manager
248-938-5020
mhagan@pipetekservices.com

Kyle N. Dehne – Managing Director / Owner
248-880-6965
kdehne@pipetekservices.com

Pipetek Infrastructure Services, LLC is a Limited Liability Company incorporated in the State of Michigan and registered to perform work in Michigan. Employer Tax ID 81-3091131, date organized in Michigan 06/10/2016

Pipetek History and more:

Pipetek Infrastructure Services has been operating in the greater Toronto area for over ten years. Pipetek Infrastructure Services opened up in Michigan in 2016. When Pipetek first started work in Michigan, there was one camera truck and one vactor. In the last four years, Pipetek has grown their Michigan fleet and team. Now a team of 50+ employees, 12 camera trucks and over ten combination sewer cleaners, Pipetek operates out of three main locations across Metro-Detroit covering a variety of municipal, industrial and private sewer projects. On the camera inspection side, Pipetek runs IBAK and Proteus equipment performing NASSCO inspections using Pipelogix software. On the combination sewer cleaning side Pipetek runs Vectors, Aquatecs, Camels, Vacalls; we have a mix of conventional sewer cleaners and recycler units.

Pipetek has performed millions of liner feet inspection and sewer cleaning of pipe sizes ranging from 4" to 141". Using NASSCO PACP inspection and certified field operators, the Pipetek data team produces data outputs per engineer specifications. For manhole inspection, Pipetek uses IBAK Panorama scanner

to produce a 360* scan which also allows a point cloud and unfolded view; the end product is MACP coded.

At Pipetek Infrastructure Services, we pride ourselves on providing a quality service to our clients. Which is complemented by having a fleet of late model vehicles, and new equipment, that creates more reliability and less unnecessary downtime on site.

Pipetek Infrastructure Services has realized since its inception, that the only way to succeed in this industry and gain repeat business, is to stand out as a company that consistently provides a good quality product that can be trusted for its accuracy and is delivered in a timely fashion.

Pipetek's sewer maintenance and inspection on-going operations are continuously being monitored through our own quality control process, thereby ensuring that quality is not sacrificed for speed of production.

Firstly, the correct equipment in terms of performance and quality is obviously vital in being able to perform the required tasks to the standard of quality expected. Pipetek has a fleet of best in class sewer cleaning and inspection equipment, both in terms of leading technology advances and in respect to quality and reliability of build.

Secondly, and most importantly the standard of employee to carry out the task is key in the quality of service being provided. Pipetek prides itself on its standard of employees in respect to their integrity, quality of work and care in carrying out each task to the client's requirements.

Each employee is given thorough training for the Health and Safety requirements of the job and technical/operational training for the tasks to perform. A training matrix is kept and maintained to ensure that courses are kept up to date and personnel are fully versed in the latest requirements/standards.

Each employee is fully scripted on the importance of customer service. This is in respect to both the immediate client to whom we are providing the service, and of course the Client's 'customers' (members of the Public). We are fully aware that in providing this service to any municipality or Utility company, we are their representatives while we are on their site.

At Pipetek we pride ourselves on our ability to communicate with our clients in such a manner that all parties are aware of the progress, special requirements, problems, that arise from time to time and most importantly how these items are being handled. We understand that unless the work is being carried out in a way in which the client requires, it will only lead to problems. To avoid such problems, constant communication is the key to ensuring that everyone involved is aware of the day-to-day events and that normal issues do not become problems.

Last, Pipetek also employs a data control team whose role is to check and verify all of the data and videos that get completed each day. This team has the full inspection software set up within the office so that any corrections can be made without having to interrupt the truck from working.

All of this combined allows us to provide the industry with the highest of quality service, and we look forward to working with you.

Executive and Professional Personnel:

Robert Lodge – CEO

Kyle Dehne – Managing Director

Michael Hagan – Operations Manager

Patrick Selby – Senior Project Manager

Attached please find detailed resumes and qualifications of Pipetek’s executive and professional personnel.

Robert Lodge



Title and responsibilities

Robert is the owner and CEO for Pipetek and responsible for ensuring that all operations are carried out to the client's specifications.

Robert will liaise directly with the client staff and will manage the data transfer through all stages of the operations.

Experience

Robert has over 25 years' experience within the Utilities industry at manager and director level.

Started Pipetek as a company in 2010 with 2 CCTV trucks. The company has grown to over 25 trucks carrying out inspection, locating, and cleaning services - to the sewer, utility, and construction industry.

Professional training

- HNC Civil Engineering
- PACP/MACP/LACP – NASSCO Coding
- Site Management safety training scheme
- Confined Space working
- Breathing apparatus for use in confined spaces
- Heavybid estimating
- Avanti Grout
- Watermain Lining with Polyurea resins

Representative Contracts

- Enbridge Gas – CCTV and Locating
- City of Hamilton – CCTV, Flushing Locating
- City of Kitchener – CCTV and Flushing
- City of Toronto – CCTV, Manhole Inspection, and Flushing
- Halton Region – CCTV and Flushing
- City of Peterborough – Manhole Inspections

Title and responsibilities

Kyle Dehne is the Managing Director of Pipetek Infrastructure Services and is responsible for all facets of the organization, particularly client satisfaction.

Kyle will work directly with the team and client to ensure adherence to the guidelines/timelines of the projects, and in turn help complete the project in such a manner to exceed the customer's expectations.

Experience

Kyle has over nine (10) years' experience within the Sewer industry at manager, general manager and director level.

Kyle has worked directly with sewer inspection equipment for more than six (6) years and has been certified by NASSCO.

Professional training

- Bachelor and Master's Degree – Grand Valley State University
- PACP/MACP/LACP – NASSCO Coding
- Site Management safety training scheme
- Confined Space Training
- IBAK Operator Training
- Pipelogix Software Training
- Member of the Cross Bore Safety Association
- Member of NASSCO – National Association of Sewer Service Companies

Representative Contracts

- City of Toronto – CCTV, Manhole Inspection, Laterals, and Flushing
- City of Southfield – CCTV and Flushing
- Marine City – CCTV and Flushing
- Liquiforce – CCTV, Manholes, and Flushing
- Michigan Pipe Inspection – CCTV and Flushing
- Garden City – CCTV, Flushing, and Prep Work

Title and responsibilities

Mike Hagan is the Operations Manager at Pipetek Infrastructure Services and is responsible for overseeing overall operations, field personal, scheduling of projects, field work and management of projects.

Mike is a part of the Pipetek Management team and facilitates the communication and scheduling of resources between field crews and the Client to ensure all projects are completed to the client's specifications in a timely, safe, and proficient manner.

Experience

Mike is a civil engineer who has been performing sewer inspections, data processing, project management, and day-to-day operations for Pipetek. In this time, he has operated various sewer inspection equipment, processed client data, and has managed a variety of projects: inspecting, cleaning, and rehabilitating unground infrastructures to NASSCO and Client's standards.

Before entering the sewer inspection industry, Mike worked as a project manager for Mopar providing services from supply chain operation to facilities engineering projects.

Mike also spent three (3) years working as a reservoir characterization field engineer in the Oil & Gas Industry acquiring data for the exploration and production of hydrocarbons.

Professional training

- Bachelor of Science in Civil Engineering – Michigan State University
- PACP/MACP/LACP – NASSCO Coding
- Site Management, Site Safety and Leadership training scheme
- Confined Space Certified
- HAZWOPER 40 Hr. Certified
- IBAK, Envirisight, Proteus, and Cues Operator Training
- NASSCO PACP/MACO/LACP Software Training
- Municipal Grout School training

Representative Contracts

City of Detroit Department of Water and Sewer – Underground Utility Services
City of Dearborn Heights – CCTV, Cleaning, Manhole Inspection, CIPP Point Repairs
Consumers Energy – Sewer Locates
Granite Inliner - Liquiforce – CCTV, Manholes, and Cleaning

Title and responsibilities

Patrick Selby is the Senior Project Manager at Pipetek Infrastructure Services and is responsible for overseeing field operations, project safety, and the tracking / management of projects.

Patrick is a part of the Pipetek Management team and facilitates the communication between field crews and the Client to ensure all projects are completed to the client's specifications in a timely, safe, and proficient manner.

Experience

Patrick has over 25 years of experience in customer service and the industrial and environmental cleaning services industry. He possesses a broad range of expertise in project management, health and safety management and training, labor relations, quality assurance and quality controls and daily operations. He has excellent communication skills, strong ability to manage and direct others. Recognized by leaders, peers, and employees for integrity, fairness, and customer focus.

Patrick previously worked for 2 of Michigan's oldest Environmental and Industrial Cleaning Company's. Starting out as a laborer and working his way up to Project Management, managing numerous sewer cleaning and CCTV inspection projects with a cumulative value in excess of \$25M.

Professional training

- Diploma of Radio & Television Broadcast & FCC Broadcast Endorsement-SPECS Howard School of Broadcast Arts
- NASSCO PACP/MACP
- OSHA 30-hour Construction Safety
- OSHA 40-hour HAZWOPER
- OSHA 8 Hour Refresher Training
- LPS (Behavioral based Safety Program)
- Pearpoint-CCTV Robotic Mainline Operator, intrinsically safe operations
- CDL, Class B with N endorsement
- CPR/Standard First Aid
- 3M Respirator Trained Instructor
- Confined Space Entrant, Attendant and Entry Supervisor
- Certificate in Theory and Practice of Quality System Management (Quality & Beyond)
- Certificate in Awareness, Documentation and Implementation of ISO 9001:2000 (Quality & Beyond)

Key Personnel:

Steve Wathen – Field Supervisor

James Slankster – Crew Leader

Tyler Lewis – Crew Leader

Riley Moynihan – Data Team Member

Attached please find detailed resumes and qualifications of Pipetek's key personal specifically for the Ann Arbor Project attached.

Title and responsibilities

Steve is the Field Lead Supervisor for Pipetek Infrastructure Services. In this role he has oversight of field work and oversees both crews and projects. Steve also heads up training initiatives for new hires and ongoing training of helpers, operators, and crew leaders.

Experience

Steve has over twenty (20) years of experience as an operator, and manager in the underground infrastructure business.

Steve is well versed in the equipment and processes needed to clean, inspect, and repair underground pipelines using the many forms of trenchless technology. Throughout his career he has gained valuable knowledge on cleaning, grouting, lining, and the many forms of CCTV inspection equipment.

Professional training

- PACP/MACP/LACP – NASSCO Coding
- Traffic Control and Site Management
- Confined Space Training
- OSHA 30 Hr Training
- CPR/First Aid
- Bloodborne Pathogens
- Pipelogix Software Training
- LPS (Loss Prevention Systems) Safety Training
- CN Railroad Safety Training

Representative Contracts

- City of Indianapolis, IN – Clean and CCTV Large Diameter Sewer
- City of Highland Park, IL – Clean, CCTV, and Sonar
- City of Oak Park, MI – Clean, CCTV, and Manhole Inspections
- City of Winston Salem, NC – Clean, CCTV, Panorama Mainline, SI Manhole Inspections
- SHVUA (South Huron Valley Utility Authority) – CCTV Large Diameter Sewers
- City of Findlay, OH – Clean and CCTV Storm and Sanitary

Title and responsibilities

James Slankster is a Crew Leader at Pipetek Infrastructure Services and is responsible for operating sewer inspection equipment and managing crews in the field to complete client projects.

James works directly with Pipetek Management Team and the Client to ensure all projects are completed proficiently and meet specifications.

Experience

James is a Field Operator who has been performing sewer inspection for Pipetek for the past four years. In this time, he has operated various sewer inspection equipment on a variety of projects inspecting sewers to NASSCO standards. James has led multiple crews from Pipetek on projects across Michigan in the private and public sector. In addition to running equipment and crews, James assist in project tracking, safety meeting, traffic control and QA/QC of project.

Before Pipetek, James spent multiple years working for other companies in the sewer industry running jetter trucks, inspection equipment and even performed rehabilitation work such as pipe liners, patching and grouting.

Professional training

- PACP/MAOP/LACP – NASSCO Coding
- Confined Space Certified
- IBAK Operator Training
- Pipelogix Software Training
- Site Management, Site Safety and Leadership training scheme

Representative Contracts

- City of Southfield – CCTV and Flushing
- Liquiforce – CCTV, Manholes, and Flushing
- Michigan Pipe Inspection – CCTV and Flushing
- Lincoln Park – CCTV, Flushing, and Prep Work
- Village of Grosse Pointe Shores – CCTV Inspection
- Inland Waters Pollution Control – CCTV Inspection

Title and responsibilities

Tyler Lewis is a Crew Chief at Pipetek Infrastructure Services and is responsible for operating sewer inspection equipment and managing crews in the field to complete client projects.

Tyler works directly with Pipetek Management Team, Pipetek Field Crews and the Client to ensure all projects are completed proficiently and meet specifications.

Experience

Tyler is a Field Chief who has been performing sewer inspection for Pipetek. He has operated various sewer inspection equipment on a variety of projects inspecting sewers to NASSCO standards. Tyler is proficient in conducting mainline CCTV and panoramic inspections, lateral inspection utilizing "lateral launch" cameras from the mainline, level 2 panoramic manhole scans and installing point repair liners. Tyler has been successfully managing and running Pipetek crews on various project across the US.

Before Pipetek, Tyler spent multiple years working for other companies in the sewer industry running jetter trucks, inspection equipment and worked closely with gas companies inspecting sewers for cross bores.

Professional training

- PACP/MACP/LACP – NASSCO Coding
- Confined Space Certified
- IBAK Operator Training
- Pipelogix Software Training
- Site Management, Site Safety and Leadership training scheme
- Management Training
- Municipal Grout School Training

Representative Contracts

- City of Southfield – CCTV and Flushing
- Liquiforce – CCTV, Manholes, and Flushing
- Michigan Pipe Inspection – CCTV and Flushing
- City of Detroit – CCTV, Flushing, and manholes
- City of Muskegon – CCTV and Flushing
- City of Hancock – Mainline Panoramic Inspection

Title and responsibilities

Riley Moynihan is the Data Manager of Pipetek Infrastructure Services and is responsible for the quality assurance and control of the data obtained from Pipetek Field Personal.

Riley works with the management team to facilitate the delivery of final data submittals to the end client; verifying software compatibility, submittal layout, data QA/QC, and project completion.

In addition to QA/QC of data, Riley supports the Project Managers in project tracking and daily reporting to clients.

Experience

Riley has a variety of experience working with data management, digital software, and computers. Previous to the sewer industry, Riley studied at business at Saginaw Valley State University. He spent multiple years as an application tester for software and performed other data related task at various companies.

Riley is certified by NASSCO to perform PACP, LACP, and MACP coding and data QA/QC in accordance with the latest industry standards and has completed extensive Pipelogix software training.

Professional training

- Bachelor's Degree – Saginaw Valley State University
- PACP/MACP/LACP – NASSCO Coding
- Pipelogix Software Training
- Advanced training in data analytics

Representative Contracts

- City of Detroit Water and Sewer – CCTV and Manholes
- City of Southfield – CCTV and Flushing – Storm and Sanitary
- City of Plymouth – Sanitary and Storm CCTV Inspection
- City of Birmingham – Mainline CCTV / Cleaning, and Lateral Launching
- City of Hancock – Mainline CCTV (PANORAMO) and Cleaning
- City of Ann Arbor – Mainline CCTV and Cleaning
- City of Detroit – PANORAMO Manhole Inspections Coding
- City of Inkster - PANORAMO Manhole Inspection Coding

Equipment List:

Combination Sewer Cleaners				
Fleet #	Vehicle	Model	Year	Equipment
MI-COM1-16	Vactor Plus 2112	WesternStar	2016	Combination Sewer Cleaner - PD - 80GPM
MI-COM2-16	Vactor Plus 2112	WesternStar	2016	Combination Sewer Cleaner - PD - 80GPM
MI-COM3-16	Vactor Plus 2112	WesternStar	2016	Combination Sewer Cleaner - PD - 80GPM
MI-COM4-17	Vactor Plus 2112	WesternStar	2017	Combination Sewer Cleaner - PD - 80GPM
MI-COM5-14	Vactor Plus 2115	Freightliner	2014	Combination Sewer Cleaner - PD - 80GPM
MI-COM6-16	Vacall	Freightliner	2016	Combination Sewer Cleaner - PD - 80GPM
MI-COM7-17	Aquatech	International	2017	Combination Sewer Cleaner - PD - 60GPM
MI-COM8-95	Aquatech - Small	Ford F80	1995	Combination Sewer Cleaner - PD - ??
MI-COM9-00	Vactor Fan Unit 2115	Mack	2000	Combination Sewer Cleaner - Dual Fan Aux Engine
MI-COM10-99	Vactor Fan Unit 2115	Sterling	1999	Combination Sewer Cleaner - Single Fan Aux Engine
MI-COM11-07	Vactor Classic 2115	International	2007	Combination Sewer Cleaner - PD - 80GPM
VC104	Vactor Classic 2115	International	2008	Combination Sewer Cleaner - PD - 80GPM
Aquastar 6	Kaiser	Peterbilt	2019	Combination Sewer Cleaner -LR-85GPM
Aquastar 4	Kaiser	Peterbilt	2019	Combination Sewer Cleaner - LR - 138GPM
Maxxx 2501	Camel Maxxx	Freightliner	2019	Combination Sewer Cleaner - PD - 80GPM
Jet Trucks / Trailers				
MI-JT1-01	Vactor RamJet	Freightliner FL80	2001	RamJet Sewer Cleaner

CCTV Trucks				
MI-PT1-14	Camera Van	Ram Promaster 1500	2014	IBAK Mainline
MI-PT2-16	Camera Box Truck	Ford E350	2016	IBAK Fiber Main & Lateral
MI-PT3-17	Camera Box Truck	Ford E350	2017	IBAK Main & Lateral
MI-PT4-17	Camera Van	Ram Promaster 1500	2017	Envirosight Mainline Unit
MI-PT5-17	Camera Van	Ram Promaster 1500	2017	Envirosight Mainline Unit
MI-PT6-17	Camera Van	Ram Promaster 1500	2017	MiniCam Mainline Unit
MI-PT9-97	Camera Truck	Ford E350	1997	Support Vehicle
MI-PT10-12	Camera Van	Transit Connect	2012	IBAK portable unit mounted
MI-PT11-18	Camera Van	Ford Transit 350 DRW	2018	IBAK mainline unit
MI-PT12-14	Camera Van	Ford E450	2014	IBAK mainline / Lateral Launch Unit
CSV-119	Camera Van	Ford E350	2018	IBAK mainline / Lateral Launch Unit
MI-PT13-02	Camera Van	Savanna 2500	2002	Pearpoint Mainline Equipment
MI-PT14-98	Camera Van	Ford E350	1998	IBAK Mainline
MI-PT15-11	Camera Van	Express 3500	2011	IBAK Main Fiber

Easement Jet Machines				
MI-EZMT1-XX	ExtendaJet	E599	xx	Easement Jetter
MI-EZMT2-05	ExtendaJet	E600	2005	Easement Jetter
MI-EZMT3-XX	ExtendaJet	E601	xx	Easement Jetter

Traffic Control				
MI-AB1	Arrowboard		xx	
MI-AB2	Arrowboard		xx	
MI-AB3	Arrowboard		xx	
MI-AB4	Arrowboard		xx	
TMA-1	Truck Mounted Attenuator		xx	
Specialty Equipment				
UTV IBAK	UTV Ibak Unit	Polaris Ranger 1000	2019	IBAK Mainline Easement UTV
MI-MH1-15	Manhole Camera	PANO-SI	2015	IBAK Pano SI

Subcontractors:

Pipetek plans to perform majority of the Ann Arbor contract on our own, we would plan to subcontract multi-sensor sewer inspection and sonar sewer inspection to Redzone Robotics, Inc. Pipetek has a great history with Redzone working on previous projects together.

Over 30 year years in business, RedZone Robotics, a spinoff from Carnegie Mellon University's Department of Robotics, has designed advanced, customized robotic applications. Early in its growth, RedZone found itself uniquely positioned to provide its services to the wastewater collection industry, an industry with numerous costly assets, limited budgets, and aging infrastructure. RedZone's innovative, advanced pipeline inspection technologies provides wastewater managers with the tools to quickly and accurately assess their systems.

As an assessment pioneer, leader, and innovator for wastewater collection systems, RedZone Robotics designed and built its own equipment to meet the challenges of high flow and difficult segments. In addition, the high importance is the data gathered by the robots cannot be overstated. The use of multi sensor inspections (MSI) to gather data for mid and large diameter lines is crucial. MSI provides advanced assessment with synchronized digital CCTV for clearer images, sonar to calculate sediment levels, laser profiling to detect size, alignment, ovality/corrosion defects, H2S gas detection and air temperature measurement. As a response to industry's needs, RedZone later developed Solo, an autonomous robot that provides a fast, highly efficient, and cost-effective platform to inspect the structural integrity of the abundant quantity of 8" to 12" pipes. Solo is compact, lightweight, and easily deployed in any location accessible by a technician, allowing for access to manholes that a truck-based CCTV platform cannot reach.

Mid Diameter MSI designed for the mid diameter pipe which range from 15" to 36" with advance capabilities which gather the full spectrum of analyst utilizing CCTV, Sonar, and Laser. An individual deployment can reach up to 10,000 lineal feet so to avoid the difficult approach of entering every manhole that is not easily assessable. This special design can wriggle maneuvers in tightly restrictive conditions which the mid pipe can challengingly present.

HD Profiler MSI is a floating platform for 20" to 84" pipe range with advance capabilities which gather the full spectrum of analyst utilizing CCTV, Sonar, and Laser. An individual deployment can reach up to 10,000 lineal feet so to avoid the difficult approach of entering every manhole that is not easily assessable.

Responder Tracked MSI system for 36" to 240+" has the advance capabilities for gathering the full spectrum of analyst with 360° Pan/Tilt/Zoom CCTV, 3D Laser, Sonar, and H2S Gas detection. An

individual deployment can reach up to 8,000 lineal feet so to avoid the difficult approach of entering every manhole that is not easily assessable.

HD Sonar Sub designed for fully surcharged pipe conditions between 20" to 84" using Sonar. This provides calculations of volumetric debris sediment and water level analysis.

Tim Graeb – Redzone Robotics, tgraeb@redzone.com 847-77-4453

Redzone References:

Entity Name	Contact	Contact Number	Purpose of Contract	Start/End Date
South Haven, MI	Rick Baxter, PE	(636) 530-8086	Inspection of 230 LF of a 102" Storm Sewer Culvert after CIPP Lining	4/6/2006
	Insituform Technologies			4/6/2006
Macomb County, MI	John Kosnak	(313) 237-3907	Inspection of 40,000 LF of 153" for conditional assessment of seven main lines using CCTV/Sonar/Laser/H2SGas	12/13/2010
	NTH Consultants			1/10/2011
Macomb County, MI	John Kosnak	(313) 237-3907	Inspection of 25,047 LF of 198" and greater for conditional assessment for pipe rehab using CCTV/Sonar/Laser/H2SGas	1/21/2011
	NTH Consultants			7/20/2011
City of Westland, MI	Greg Kacvinsky	(734) 522-6711	Inspection of 35,242 LF of 8" to 12" lines for conditional assessment using Solo autonomous robot utilizing 360 PTZ CCTV	4/13/2015
	OHM			4/29/2015
Orion Township, MI	Slevan Sikitich	(248) 751-3111	Inspection of 64,699 LF of 8" to 42" lines for a first phase of CCTV and MSI assessment	9/4/2015
	OHM Advisors			12/12/2015
City of Battle Creek, MI	Greg Kacvinsky	(734) 522-6711	Inspection of 578,000 LF of 8" to 120" lines for conditional assessment using Solo autonomous robot utilizing 360 PTZ CCTV and for large diameter using CCTV/Sonar/Laser/H2SGas	9/10/2015
	OHM			9/25/2016
Superior Township, MI	David Guth	(734) 338-7730	Inspection of 6,690 LF of 21" to 36" conditional assessment of main line sewer utilizing CCTV/Sonar/Laser/H2SGas	11/9/2016
	United Resource			11/9/2016
City of Dundee, MI	Joseph Slwek	(734) 665-6000	Inspection of 15,345 LF of 8" to 36" lines for conditional assessment using Solo autonomous robot and MD profiler utilizing 360 PTZ CCTV	12/14/2015
	Tetra Tech			1/15/2016
City of Lansing, MI	Nicole McPherson	(517) 316-3944	Inspection of 15,904 LF of 8" to 36" lines for conditional assessment using Solo autonomous robot and MD profiler utilizing 360 PTZ CCTV	1/7/2016
	Tetra Tech			1/19/2016
City of Ann Arbor, MI	David Guth	(734) 338-7730	Inspection of 10,710 LF of 8" to 12" lines for conditional assessment using Solo autonomous robot utilizing 360 PTZ CCTV	2/3/2016
	United Resource			2/11/2016
City of Marshall, MI	Alec Egnatuk	(269) 558-0337	Entire System Inspection of 236,127 LF of 6" up to 18" for conditional assessment using Solo autonomous robot and Mid diameter utilizing 360 PTZ CCTV and multisensor for mains.	3/21/2016
	City of Marshall			6/5/2016
Town of Westland, MI	Eric Nicholson	(407) 399-1662	Inspection of 3,815 LF of 14" near the Inkster pump station facility to evaluate the PVC plug valves utilizing Digital CCTV	4/5/2016
	Underground Solutions			4/6/2016
City of Burton, MI	Dirna El-Gamal	(734) 214-2518	Inspection of 33,600 LF of 8" to 24" lines utilizing CCTV with Solo autonomous robot and Mid Diameter equipment	9/7/2016
	Stanlec			9/16/2016
City of Saginaw, MI	Jennifer Drinan	(734) 522-6711	Inspection of 142 LF of 2'-8" x 2'-6" conduit associated with the WWTP Clarifier	9/23/2016
	OHM Advisors			9/23/2016
City of Durand, MI	Roger Marks	(616) 454-9414	Inspection of 15,904 LF of 8" to 36" lines for conditional assessment using Solo autonomous robot and MD profiler utilizing 360 PTZ CCTV	2/20/2017
	C2AE			3/17/2017
Oakland County, MI	David Guth	(734) 338-7730	Inspection of 4 siphons for 24" to 42" to determine sediment levels utilizing Sonar	4/3/2017
	United Resource			4/3/2017
Macomb County, MI	Vince Astorino	(586) 469-5325	Inspection of 99,761 LF of 30" to 153" of the Romeo, Garfield, and 15 Mile Road Interceptors utilizing Multi-Sensors of CCTV/Sonar/Laser/H2SGas	5/13/2017
	Macomb Public Works			12/7/2017
City of East Grand Rapids, MI	Doug La Fave	(616) 940-4617	Inspection of 207,436 LF of sewer and storm pipelines ranging from 6" to 36" utilizing CCTV	5/15/2017
	City of East Grand Rapids			7/21/2017
Township of West Bloomfield, MI	Terry Broemer	(248) 681-7800	Inspection of 93,988 LF of 6" to 27" utilizing CCTV	6/12/2017
	Johnson & Anderson			9/16/2017

B. Past Involvement in Similar Projects

Pipetek Current Projects:

City of Dearborn Heights, MI – Year 2 of 4

Sewer Cleaning and NASSCO PACP CCTV Investigation, Grease / Root Control, CIPP Point Repairs, Catch Basin Cleaning, Emergency Services

~ 250,000 linear feet of storm, sanitary and combined

Contract total: \$1,481,000.00

Contract Contact: Dave Borowski 313-791-6007
City of Utica SAW Sewer Cleaning and Televising
Sanitary & Storm Cleaning and NASSCO PACP CCTV Investigations, Traffic Control, GIS Services
~ 90,600 linear feet of sanitary
~ 39,000 linear feet of storm
Contract total: \$329,364.55
Contract Contact: Helen Davis 248-454-6330

Macomb Township, MI – Year 2 of 2
Sewer Cleaning and NASSCO PACP CCTV Investigation
~ 515,800 linear feet of sanitary
Contract total: \$974,155.00
Contract Contact: Frank Varicalli 586-726-1234

City of Detroit Water and Sewerage Department – DWS 909
Sewer condition assessment services in various locations throughout City of Detroit
~ 179,660 linear feet of sewer cleaning
~ 371,673 linear feet of NASSCO PACP inspection
~ 802 MACP level 2 inspection
Contract total: \$2,965,000.00

City of Detroit Water and Sewerage Department – DWS 910
Sewer condition assessment services in Hubbard Farms, Hubbard Richard, West Side Industrial,
Midtown & North Corktown
~ 101,788 linear feet of sewer cleaning
~ 342,390 linear feet of NASSCO PACP inspection
~ 1,990 MACP level 2 inspections
Contract total: \$3,007,120.00

City of Farmington Hills, MI - Year 2
As needed Storm & Sanitary Sewer Cleaning and NASSCO PACP CCTV Investigation, seasonal
Catch Basin Cleaning, Spot Repairs, emergency services
Contract Amount: \$150,000.00 approximately
Contract Contact: Kevin McCarthy 248-871-2530

Wayne County, MI – Year 2 of 3
Emergency Sewer Cleaning and CCTV Services, routine storm and sanitary cleaning, traffic
control, hydro-excavation, catch basin cleaning, waste hauling & disposal.
Contract Amount: \$1,280,764.00
Contract Contact: Richard Hodges 734-955-2351

Consumers Energy – Year 2 of 3
Sewer Service locates, lateral launch of sanitary & storm sewer, push cam inspection, utility
locating for Gas Line installs and repairs, Sewer Locate Swing-ties and GIS.
Contract amount: \$500,000 approximately
Contract Contact: Tonya Hardy 517-374-2181

Oakland County Road Commission, MI – Year 2
Storm sewer cleaning services and catch basin cleaning along Oakland County roads
Contract amount: \$240,000.00 annually
Contract Contact: Steve Printz 248-881-2167

City of Detroit Water and Sewerage Department – Year 1 of 2

On-call emergency sewer jetting and cleaning, catch basin cleaning, catch basin repair

Contract Amount: \$250,000.00

Contract Contact: Trevone Perkins 313-999-4761

City of Warren, MI – Year 2

Routine cleaning and NASSCO PACP sewer inspection, emergency services, traffic control, mapping/GIS, LACP inspections.

Contract Amount \$250,000 annually

Contract Contact: David Wirth 586-759-2390

City of Center Line, MI – Year 2 of 2

Sewer Cleaning and NASSCO PACP CCTV Investigation, traffic control, root cutting

Contract Amount: \$185,000.00 annually

Contract Contact: Frank Varicalli 586-726-1234

Pipetek References:

City of Southfield, MI – 2016 to Present

Sewer (sanitary and storm) cleaning, and Mainline CCTV – PACP coding

Ongoing: \$250,000.00 this year

Henry Gordon: 248-821-5132

City of Monroe, MI / AECOM – 2018

Sanitary Sewer Cleaning and Televising – Heavy Cleaning and Large Diameter

Approximately: \$400,000

Ryan Wager: 734-755-8117

City of Detroit, MI / AECOM – 2018 to 2019

Sanitary Sewer Cleaning and Televising, 360 degree Manhole Inspections

Approximately: \$1,200,000

Mark Blossfeld: 989-503-0197

City of St. Clair Shores, MI / HRC – 2017 to 2018

CCTV and Cleaning of Mainline Sanitary Sewers – PACP

Approximately \$750,000.00

Bill Fisher – 313-463-5055

City of Grosse Pointe Shores, MI / AEW - 2017

CCTV and Cleaning Mainline Sanitary Sewers – PACP

Approximately \$200,000.00

Frank Varicalli – 586-855-9555

City of Plymouth, MI - 2017

Mainline CCTV – PACP coding

Approximately: \$100,000

Adam Gerlach: 248-305-0215

Chris Porman: 734-891-6420

C. Fee Proposal

Fee Proposal submitted separately per RFP

D. Authorized Negotiator

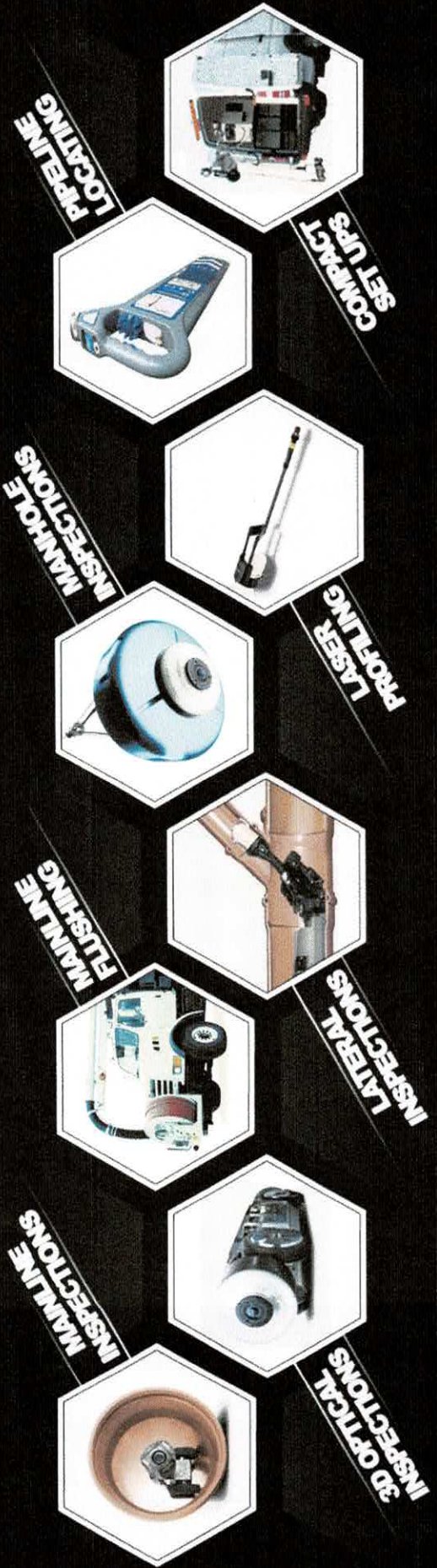
Kyle Dehne – Managing Director

248-880-6965

kdehne@pipetekservices.com

E. Attachments

Attachments to follow per RFP



PIPETEK

INSPECTION SERVICES



Pipetek Infrastructure Services uses the industry's leading inspection equipment to ensure the best quality picture and unmatched reliability for your CCTV and inspection needs. Our highly dedicated and fully trained operators ensure quality and efficient service from start to finish of your project and will always ensure that the final product is to your satisfaction on completion. Whether your preference is to a particular Data format or you want the information formatted to you company's cloud or hard drive, our operators are fully versed in exporting to suit your needs.



MAINLINE INSPECTION

Any diameter of pipeline can be inspected from 75mm upwards. The same quality of video can be expected in all diameters and the zoom camera ensures focusing on the details in large diameter pipes is maintained. With the added data capture of laser measurement with the zoom camera there is no doubt that all of your inspection needs can be met in a 'one pass' inspection. Every camerahead in the Pipetek fleet has an inbuilt locating sonde to enable above ground tracing for line and depth when required.

LATERAL INSPECTION

IBAK's leading technology of lateral inspecting is employed on all of Pipetek's trucks for carrying out CCTV from the mainline sewer into the service connection. This can be carried out as a one off lateral inspection or in conjunction with a mainline survey. Videos and reports can be produced which seamlessly give these combined inspections in a single package for easy viewing and data management. As with the mainline CCTV, every camera in the Pipetek fleet has a locating sonde which can be traced for line and depth above ground.



PIPELINE LOCATING

As an add-on service to the inspection services, Pipetek offers locating of underground utilities. Predominantly this service is incorporated with the CCTV inspections as there is a locating sonde built into every camera head in the Pipetek fleet, which allows the line and depth of the pipeline to be recorded above ground.

3D OPTICAL INSPECTION

Using the state of the art IBAK Panaramo unit, pipelines can be digitally inspected from 150mm to 1200mm at increased resolution up to six times that of conventional CCTV. This unit changes the traditional method of CCTV inspection to give a whole new level of information and data to the end user. Once the data has been collected in the field, technicians can explore the data and images and produce reports that are unavailable with standard CCTV units.



LASER PROFILING

As an addition to the CCTV inspection units, a laser profiler can be attached to the camera unit to record measurements as it traverses the pipeline. The profiler allows extremely accurate pipeline measurements by projecting a laser ring to the pipe wall which is then recorded for data analysis. This system is perfect for testing deflection or erosion in new and old pipes.

MANHOLE INSPECTION

In the same way as the pipeline Panaramo, the IBAK 'SI' Manhole Inspection System offers un-matched quality of inspection to manholes and chambers. The level of data collected is vital in determining the current physical state of any chamber up to 5 metres in diameter. This unit achieves all measurements of the maintenance chamber without any need to put any worker into the confined space. The resulting data, including GPS logging, can be exported to any format to allow integration into any Infrastructure Management Software.



PIPELINE CLEANING

With Pipetek's late model flusher combination units, you can be assured of reliability and quality on-site production. Whether your requirement is a single line flush or a term contract, we have the equipment to service your needs.

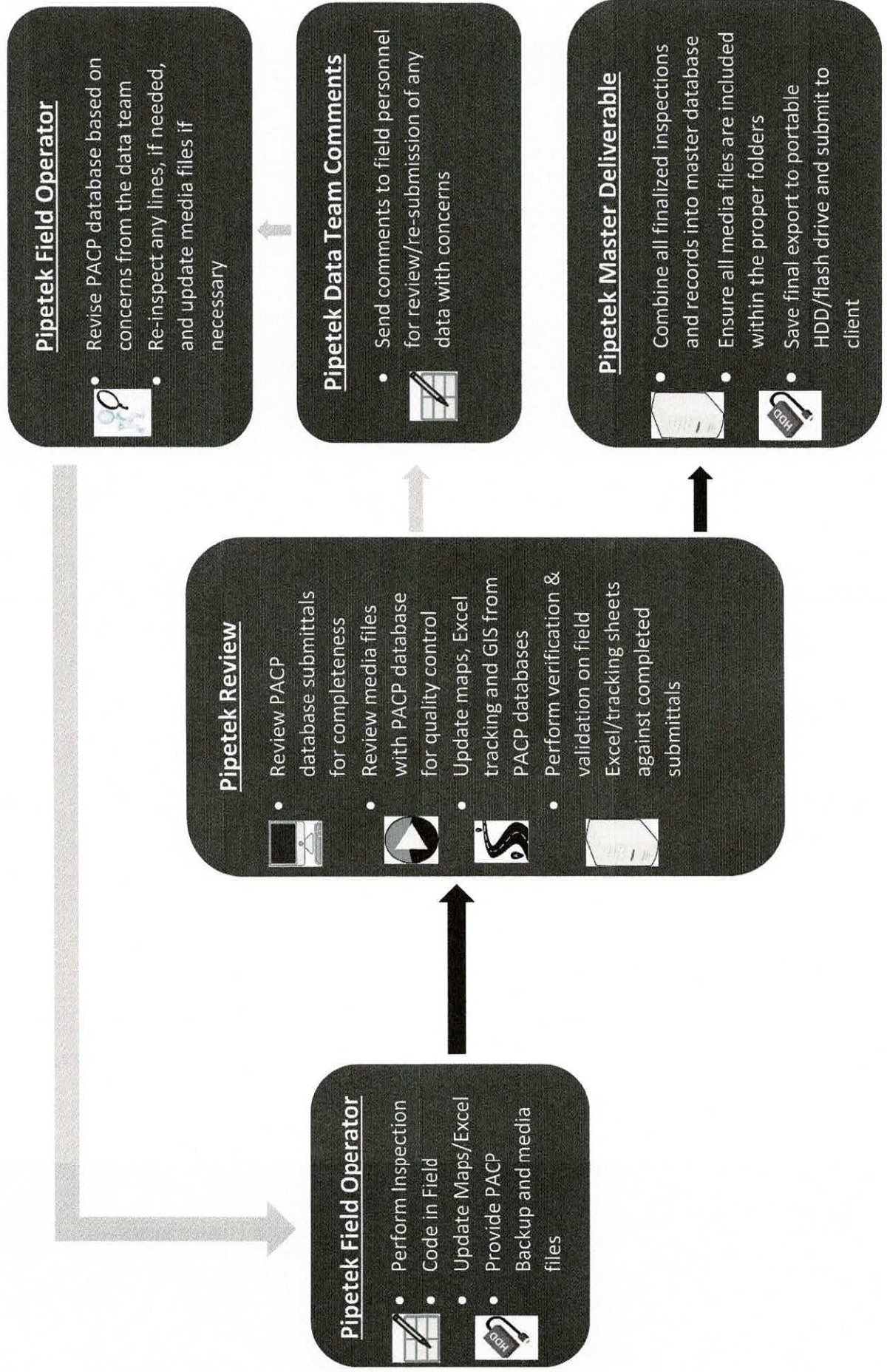
27199 Northline Rd.
Taylor, MI 48180
248-880-6965
kdehne@pipetekservices.com



PIPETEK
INFRASTRUCTURE SERVICES



Flow Chart of Pipetek's Data Management and Processes



Michigan Department of Environment, Great Lakes, and Energy

**Uniform Program
for Liquid Industrial Waste
Transportation Credentials**

ROBERT LODGE
PIPETEK INFRASTRUCTURE SERVICES
861 WILLIAM
PLYMOUTH, MI 48170-

EPA Transporter Identification Number: MIK358973208
USDOT Motor Carrier Identification Number: 2909543
Intrastate Motor Carrier Identification Number:
Telephone Number in case of accident or emergency: (248) 880-6965

Michigan LIW Uniform Program Identification Number: ULIW02909543MI

Certified by: *Jeanette M. Noechel*

Registration Issued: 9/22/2019

Registration Expiration: 9/22/2020

Issuing Agency: **Department of Environment, Great Lakes, and Energy**

Agency Telephone Number: **(586)-753-3850 or (586)-753-3846**



STATE OF MICHIGAN

EQP 5123 (REV 3/11)

LARA Corporations Online Filing System

Department of Licensing and Regulatory Affairs

ID Number: 802023743

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Summary for: PIPETEK INFRASTRUCTURE SERVICES, LLC

The name of the DOMESTIC LIMITED LIABILITY COMPANY: PIPETEK INFRASTRUCTURE SERVICES, LLC

Entity type: DOMESTIC LIMITED LIABILITY COMPANY

Identification Number: 802023743 **Old ID Number:** E8712C

Date of Organization in Michigan: 06/10/2016

Purpose: All Purpose Clause

Term: Perpetual

The name and address of the Resident Agent:

Resident Agent Name: KYLE DEHNE

Street Address: 861 WILLIAM ST

Apt/Suite/Other:

City: PLYMOUTH

State: MI

Zip Code: 48170

Registered Office Mailing address:

P.O. Box or Street Address:

Apt/Suite/Other:

City:

State:

Zip Code:

Act Formed Under: 023-1993 Michigan Limited Liability Company Act

Managed By:

Members

View filings for this business entity:

- ALL FILINGS
- ANNUAL REPORT/ANNUAL STATEMENTS
- CERTIFICATE OF CORRECTION
- CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR RESIDENT AGENT
- RESIGNATION OF RESIDENT AGENT
- CERTIFICATE OF ASSUMED NAME

[View filings](#)

Comments or notes associated with this business entity: