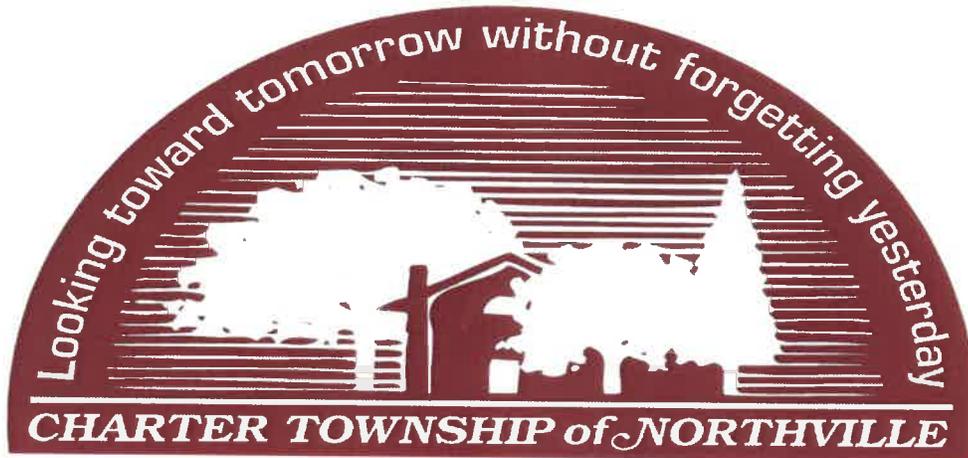


INVITATION TO BID AND CONTRACT DOCUMENTS
FOR

SANITARY SEWER CLOSED CIRCUIT VIDEO INSPECTION



Date
July 22, 2016

PUBLIC SERVICES DEPARTMENT
ENGINEERING

CHARTER TOWNSHIP OF NORTHVILLE
44405 Six Mile Road
Northville, Michigan 48168

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ADVERTISEMENT FOR
FOR THE **SANITARY SEWER CLOSED CIRCUIT VIDEO INSPECTION**
CHARTER TOWNSHIP OF NORTHVILLE

Sealed Bids will be received by the, Clerks Department, Second Floor, Northville Township Hall, on or before 10:00 a.m., August 8, 2016 for Sanitary Sewer Closed Circuit Video Inspection. Bids will be publicly opened and read aloud at this time.

Work to be done includes the video inspection of sanitary sewer pipes ranging in size from 8-inch to 30-inch and all related work located in easements or Wayne County road right-of-way. The sanitary sewer assessment is needed to identify potential repairs and capital improvement investment. A map showing the sanitary sewer pipes to be inspected is provided in the Special Provisions section of this document.

Bid documents may be obtained on or after 10:00 a.m., July 22, 2016, from the office of the Department of Public Services, First Floor, Northville Township Hall, 44405 Six Mile Road, Northville, Michigan. A fee of \$5.00 per set of documents will be charged. No refunds will be given for returned documents.

Each proposal shall be accompanied by a certified check, or Bid Bond by a recognized surety, in the amount of 5% of the total of the bid price. A proposal, once submitted, becomes the property of the Charter Township of Northville. In the sole discretion of the Charter Township of Northville, the Charter Township of Northville reserves the right to allow a bidder to reclaim submitted documents provided the documents are requested and retrieved no later than 48 hours prior to the scheduled bid opening.

The successful Bidder will be required to furnish satisfactory performance, maintenance, labor and material bonds in the amount of 100% of the bid price and satisfactory insurance coverage.

After the time of opening, no Bid may be withdrawn for a period of 120 days. The Charter Township of Northville reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the Charter Township of Northville believes to be in its best interest.

Any questions should be directed to Northville Township by e-mail at cctvrfp@twp.northville.mi.us. Questions will only be accepted until 10:00 A.M. local time, on Monday, August 1, 2016. An addendum containing responses to all questions shall be posted on the township's website no later than Thursday, August 4, 2016.

CHARTER TOWNSHIP OF NORTHVILLE, MICHIGAN

NOTICE OF PRE-BID CONFERENCE

There will be no Pre-Bid Conference for this project.

INSTRUCTIONS TO BIDDERS

General

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. All work to be done under this Contract is located in the Charter Township of Northville.

The Charter Township of Northville shall make available to all prospective Bidders, prior to receipt of the Bids, access to the area in which the work is to be performed. Advance notice should be given to the Engineering Office in cases where access to the site must be arranged by the Charter Township of Northville.

Any proposal which does not conform fully with these instructions may be rejected.

Proposals

Proposals must be submitted on the "Proposal Forms" and "Bid Forms" provided, without removal, with each blank properly filled in. Sealed proposals will be received by the Charter Township of Northville, Clerks Office, Second Floor, Northville Township Hall, Northville, Michigan, at the time stipulated in the Advertisement, promptly after which proposals will be publicly opened and read aloud. Each proposal must be enclosed in a sealed envelope, signed by a legally authorized agent of the bidding firm and endorsed across one end:

Bid for: Sanitary Sewer Closed Circuit Video Inspection

The Charter Township of Northville intends to award a Contract(s) to the lowest responsible Bidder(s). On multi-divisional contracts, separate divisions may be awarded to separate Bidders. The Charter Township of Northville may also utilize discounts offered in the Bid Forms, if any, to determine the lowest responsible Bidder on each division, and award multiple divisions to a single Bidder, so that the lowest total cost is achieved for the Charter Township of Northville. For unit price bids, the contract will be awarded based upon the lump sum and unit prices stated by the bidder for the work items specified in the bid documents, with consideration given to any alternates selected by the Charter Township of Northville. If the Charter Township of Northville determines that the unit price for any item is materially different for the work item bid than either other bidders or the general market, the Charter Township of Northville, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

In comparing proposals, the Charter Township of Northville will give consideration to alternate proposals for items listed in the forms, or other alternates which the Bidder may wish to submit, but preference will be given to Base Bid Proposals.

The Charter Township of Northville reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the Charter Township of Northville believes to be in its best interest.

Bid Security

Each proposal must be accompanied by a certified check, or Bid Bond by a surety licensed and authorized to do business within the State of Michigan, in the amount of 5% of the total of the bid price.

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of days specified in the Advertisement.

Contract Time

Time is of the essence in the performance of the work under this Contract. The available time for work under this Contract is indicated on page C-1, Article III of the Contract. If these time requirements can not be met, the Bidder must stipulate on Bid Form Section 3 - Time Alternate its schedule for performance of the work. Consideration will be given to time in evaluating bids.

Liquidated Damages

A liquidated damages clause, as given on page C-2, Article III of the Contract, provides that the Contractor shall pay the Charter Township of Northville as liquidated damages, and not as a penalty, a sum certain per day for each and every day that the Contractor may be in default of completion of the specified work, within the time(s) stated in the Contract, or written extensions.

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.

Major Subcontractors

It is expected that the company bidding the work shall complete the work and that no major subcontractors shall be utilized.

Qualifications

Bids must be accompanied by a statement of qualifications including examples of recently completed projects of similar scale and include references for recent work performed. If applicable, highlight examples of work processes that utilized ESRI or Cityworks AMS integrations.

Software

Bids must identify CCTV software and version/build that will be utilized for inspections.

PROPOSAL

Charter Township of Northville
44405 Six Mile Road
Northville, Michigan 48168

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including Advertisement, Notice of Pre-Bid Conference, Instructions to Bidders, Proposal, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance and has provided written notice of all potential conflicts, errors, omissions, ambiguities and discrepancies discovered in the bid package. The Bidder also declares that it has extensive experience in successfully completing projects similar to this and is familiar with all applicable federal, state and local laws and regulations.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the Charter Township of Northville, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this proposal is one part.

In accordance with these bid documents, and Addenda numbered _____, the undersigned, as Bidder, proposes to perform at the sites in Northville, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with Charter Township of Northville as identified in the contract, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the Charter Township of Northville and the Bidder fails to contract and

furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Proposal shall become due and payable to the Charter Township of Northville.

If the Bidder enters into the Contract in accordance with this Proposal, or if this Proposal is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the Charter Township of Northville to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the Charter Township of Northville believes to be in its best interest.

SIGNED THIS _____ DAY OF _____, 2016.

Bidder's Name

Official Address:

Telephone Number:

Authorized Signature of Bidder

(Print Name of Signer Above)

LEGAL STATUS OF BIDDER

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

Bidder declares that it 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.

* A partnership, list all members and the street and mailing address of each:

Also identify the County and State where partnership papers are filed:

County of _____, State of _____

* An individual, whose signature with address, is affixed to this proposal:
(initial here)

BID FORM

Section 1 – Schedule of Prices

Project: Sanitary Sewer Closed Circuit Video Inspection

Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
1	Sanitary Sewer Video Inspection, 8 inch	LFT	200,841	\$ _____	\$ _____
2	Sanitary Sewer Video Inspection, 10 inch	LFT	120,918	\$ _____	\$ _____
3	Sanitary Sewer Video Inspection, 12 inch	LFT	49,391	\$ _____	\$ _____
4	Sanitary Sewer Video Inspection, 15 inch	LFT	18,551	\$ _____	\$ _____
5	Sanitary Sewer Video Inspection, 18 inch	LFT	3,709	\$ _____	\$ _____
6	Sanitary Sewer Video Inspection, 21 inch	LFT	4,035	\$ _____	\$ _____
7	Sanitary Sewer Video Inspection, 21 inch	LFT	889	\$ _____	\$ _____
8	Protruding Leads	EA	10	\$ _____	\$ _____
9	By-Pass Pumping	LS	1	\$ _____	\$ _____
10	Traffic Control	LS	1	\$ _____	\$ _____

Total Bid Amount: \$ _____

The undersigned has read the "Method of Measurement and Basis of Payment", and acknowledges that Pages MP-1 are part of his proposal.

The undersigned agrees that if the foregoing Proposal shall be accepted by the OWNER, he will, within ten (10) days (Sundays and legal holidays excepted) after receiving notice of such acceptance, enter into the attached form of Agreement and will complete the Project, ready for use, at the price and within the time stated in this Proposal, and that he will furnish the OWNER satisfactory Contract Bonds and certificates of insurance coverage.

The undersigned further agrees that if the foregoing Proposal shall be accepted, he will commence work immediately after the Contract has been awarded, the Agreement executed, and he has received a Notice to Proceed and he shall complete the entire work within 22 weeks from notice to proceed.

The undersigned attaches hereto his Bid Security, as required by the Advertisement and Information for Bidders, and the undersigned agrees that in case he shall fail to fulfill his obligations under the foregoing Proposal and/or shall fail to furnish bonds, as specified, the OWNER may, at its option determine that the undersigned has abandoned his rights and interests in such Contract and that his Bid Security accompanying his Proposal has been forfeited to the said OWNER, but otherwise the Bid Security shall be returned to the undersigned upon the execution of the Contract and the acceptance of the bonds.

The Bidder shall acknowledge that he/she is an equal opportunity employer and that they do not discriminate against other firms due to race, age, gender or physical conditions.

In submitting this bid, it is understood that the right is reserved by the OWNER to accept any bid, to reject any or all bids, and to waive irregularities in bidding in the interest of the OWNER.

The Bidder has completed the accompanying "Legal Status" form.

Dated and Signed at _____

this the _____ day of _____, 2016.

OFFICIAL ADDRESS

BIDDER'S NAME

By

Telephone

Title

BID FORM

Section 3 - Time Alternate

If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-1, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.

If the Bidder does not suggest any time alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does **NOT** propose any time alternate under the contract.

Signature of Authorized Representative of Bidder

SANITARY SEWER CLOSED CIRCUIT VIDEO INSPECTION
NORTHVILLE TOWNSHIP

MEASUREMENT AND PAYMENT

1. Sanitary Sewer Video Inspection, ____ inch

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to complete video inspection of the sanitary sewer in accordance with the contract specifications. Sanitary sewer video inspection shall be paid for at the unit price bid per linear foot of each pipe size. Measurement of the actual number of feet inspected shall be made from the wall of the manhole.

It should be noted that if reverse setups (a situation that arises when the television camera cannot pass through the manhole section, making it necessary to reverse the position of the television equipment and enter the sewer from the opposite direction) or a second attempt after cleaning are required to pass the television camera through the manhole section during the television inspection, the per foot cost of television inspection will be paid for the actual footage between the manholes involved. Measurement of the actual number of feet inspected shall be made from the wall of the manhole to the point where the survey was abandoned from each direction.

Electronic media documentation shall be paid for at the unit price per linear foot of sewer line electronically documented and include all labor, equipment and materials required.

2. By-Pass Pumping

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to by-pass pump sanitary sewer in accordance with the contract specifications. By-pass pumping shall be paid for at the lump sum price to properly by-pass pump to perform the required cleaning and televising regardless of the number of set ups. Plugging or blocking of the sewer flow shall be considered included in the contract unit price for the flow control pumping.

3. Protruding leads

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to cut all protruding leads, regardless of material or pipe size, as approved by the Township. Only leads that are preventing the camera from performing a full video inspection of the sewer main, taking into consideration a reverse televising, shall be cut. Leads that are protruding but do not prevent the camera from passing shall not be cut. The payment shall include, but not be limited to, items such as cleaning and disposing of protruding lead and obstruction debris (not including roots).

4. Traffic Control

The contract lump sum price shall include all labor and equipment necessary to provide traffic control. The adequacy of the traffic control will be determined by the applicable road agency (Wayne County, and/or the Michigan Department of Transportation) permitting the activity and who will monitor and notify the contractor when the safety of the workers or the public requires such protection. Traffic control shall be in accordance with Michigan Manual of Uniform Traffic Control Devices, Wayne County, and MDOT Standard Specification for Construction.

CONTRACT

THIS AGREEMENT is made on the _____ day of _____, 2016, between the CHARTER TOWNSHIP OF NORTHVILLE, a Michigan Municipal Corporation, 44405 Six Mile Road, Northville, Michigan 48168 (Charter Township and _____
(Contractor) _____
(An individual/partnership/corporation, include state of incorporation) (Address)

Based upon the mutual promises below, the Contractor and the Charter Township of Northville 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 **Sanitary Sewer Closed Circuit Video Inspection** 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:

Bid Forms	General Conditions
Proposal	Code of Ordinances
Contract and Exhibits	Detailed Specifications
Bonds	Plans
	Addenda

ARTICLE II - Definitions

Department of Public Services means the Director of Public Services or his designee.

Supervising Professional means the Director of Public Services or his designee.

Project means: **Sanitary Sewer Closed Circuit Video Inspection**

ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin immediately after the Contractor's receipt of a fully executed Contract.
- (B) The entire work for this Contract shall be completed within 22 weeks from the notice to proceed.
- (C) 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 Charter Township of Northville, as liquidated damages and not as a penalty, an amount equal to \$250.00 for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the

Contractor, the Charter Township of Northville shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

As an independent requirement, where the Detailed Specifications identify certain portions of the work to be completed within a shorter period of time and the Contractor fails to complete each portion within the shorter period specified for each portion, including any extension granted in writing by the Project Supervisor, the Charter Township of Northville is entitled to deduct from the monies due the Contractor, as liquidated damages and not as a penalty, the amount identified in the Detailed Specifications for each portion of the work not timely completed for each calendar day of delay in completion of each portion of the work.

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

Unit Price Contracts

- (A) The Charter Township of Northville shall pay to the Contractor for the performance of the Contract, the unit prices as given in the Bid Forms for the estimated total of: _____ Dollars (\$ _____)
- (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.

ARTICLE V - Assignment

This Contract may not be assigned or subcontracted without the written consent of the Charter Township of Northville.

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 Charter Township of Northville agree to venue in a court of appropriate jurisdiction sitting within Wayne County for purposes of any action arising under this Contract.

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 Charter Township of Northville. Nothing contained in this Contract shall be deemed to constitute any other relationship between the Charter Township of Northville 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 Charter Township of Northville for any contract, debt, or any other obligation to the Charter Township of Northville including real or personal property taxes. Charter Township of Northville 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.

ARTICLE IX - Indemnification

To the fullest extent permitted by law, for any loss not covered by insurance under this contract, Contractor shall indemnify, defend and hold harmless the Charter Township of Northville, 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 Charter Township of Northville for losses or damages caused by or resulting from the Charter Township of Northville's sole negligence.

ARTICLE X - Entire Agreement

This Contract represents the entire understanding between the Charter Township of Northville and the Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this Contract. This Contract may be altered, amended or modified only by written amendment signed by the Charter Township of Northville and the Contractor.

FOR CONTRACTOR

**FOR THE CHARTER
TOWNSHIP OF NORTHVILLE**

BY: _____

BY: _____

ITS: _____

SUE A. HILLEBRAND, CLERK

PERFORMANCE BOND

- (1) _____ of (referred to as "Principal"), _____, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the Charter Township of Northville, Michigan (referred to as "Charter Township of Northville"), 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 Charter Township of Northville dated _____, 2016, 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 Charter Township of Northville 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 Charter Township of Northville 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 Charter Township of Northville, 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 Charter Township of Northville 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.

SIGNED AND SEALED this _____ day of _____, 2016.

(Name of Surety Company)

(Name of Principal)

By: _____
(Signature)

By: _____
(Signature)

Its: _____
(Title of Office)

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 Charter Township of Northville, Michigan (referred to as "Charter Township of Northville"), 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 Charter Township of Northville, dated _____, 2016 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.

SIGNED AND SEALED this _____ day of _____, 2016.

(Name of Surety Company)

By: _____
(Signature)

Its: _____
(Title of Office)

(Name of Principal)

By: _____
(Signature)

Its: _____
(Title of Office)

Name and Address of Agent:

SPECIAL CONDITIONS
SANITARY SEWER CLOSED CIRCUIT VIDEO INSPECTION
NORTHVILLE TOWNSHIP

1. Location and exposure of all manholes, unless otherwise provided for in the Technical Specifications of the contract, shall be the responsibility of the Township. The Township will make every attempt to locate and designate all manhole access points open and accessible for the work, and provide rights of access to these points. If a required manhole access point is not accessible, the Contractor shall notify the Township Representative and move on to the next access point. Northville Township shall locate manhole and make accessible within 2 business days of notice, and notify Contractor for second attempt at inspection.
2. If water is necessary for performance of work, Contractor shall provide detailed request to Township Representative to make arrangements. Water under the contract will be provided by the Township from designated fire hydrants at the site or other suitable designated sources. Fire hydrants are to be operated by Township personnel only. Depending on requirements, metered water may be paid for by the Contractor.
3. Disposal area for all materials removed from the sewers during the performance of the work, and to transport and dispose of such materials, are the responsibility of the Contractor. Northville Township WILL NOT provide a dump site for all debris removed from the sewers during the cleaning operation. The Contractor is responsible for obtaining all required commercial certifications and permits.
4. The Contractor shall complete work during standard working hours, 7 AM to 7 PM Monday through Friday. No Saturday or Sunday work will be permitted. Nighttime work, if necessary, may be complete with a 48-hour request notice and written approval from the Township.
5. Northville Township WILL NOT provide a storage area to accommodate the required vehicles, equipment and materials for the period of performance of the contract.
6. Acknowledges that the quantities provided in the Bid Form are only estimates, and in some cases included in order to establish a unit price in the event the work is necessary, and that actual quantities may increase, decrease, or be zero based on actual work required.
7. Traffic control will be provided by the Contractor when the safety of the workers or the public requires such protection. Traffic control shall be in accordance with the Michigan Manual of Uniform Traffic Control Devices, Wayne County, and current MDOT Standard Specifications for Construction. The Contractor shall notify Wayne County and/or MDOT for work in their right-of-way.
8. The Contractor shall secure any permits required by the agency having jurisdiction, shall abide by all rules and regulations of each, and shall pay all costs in connection with the permits. The contractor shall pay for all permit and inspection fees as the agencies may charge to insure compliance with their requirements, including providing necessary traffic controls in accordance with agency requirements. The Contractor will be responsible for securing the required permits for working within any other agency rights-of-way.
9. It is the intent of the project to inspect as much sanitary sewer pipe as possible. Each pipe segment included to be televised has been cleaned within the previous 3 years by Northville Township. If a pipe segment is found to be in need of cleaning, the Contractor shall notify the Township's Representative and move on to the next pipe segment. Northville Township shall clean the pipe segment within 2 business days of notice, and notify Contractor for second attempt at inspection.
10. The Contractor will be required to contact Township's Representative to determine the exact location and extent of the work to be completed. Prior to the commencement of work, the Contractor shall provide a detailed schedule for the work to be completed. The Township and Township Representative's contact information will also be provided at that time.

11. The Charter Township of Northville utilizes Environmental Systems Research Institute (ESRI) technology for their geographic information system (GIS) applications, integrated with Azteca Systems, Cityworks Asset Management System (AMS). Contractor will be trained and setup with access to the Township's CMMS to track pipe inspection activities. Inspections for all selected pipes will be pre-created by the Township's Representative for the contractor to update daily. Contractor requirements include a laptop with internet connection and Mozilla Firefox or Internet Explorer 11, no additional licensing is required.
12. A GIS database with pre-populated PACP data shall be provided to the contractor for integration into the CCTV inspection software.

INSURANCE REQUIREMENTS

The Contractor shall obtain insurance meeting the requirements specified in the attached documents. Complete insurance policies must be submitted by selected Contractor prior to award.

GENERAL CONDITIONS

Section 1 - Execution, Correlation and Intent of Documents

The contract documents shall be signed in 2 copies by the Charter Township of Northville 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) Proposal.

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 Charter Township of Northville 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 - 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 5 - 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 6 - 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 Charter Township of Northville harmless from loss on account of infringement except that the Charter Township of Northville shall be responsible for all infringement loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the Charter Township of Northville 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 7 - 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 Charter Township of Northville building permits, Wayne County right-of-way permits, lane closure permits, right-of-way occupancy permits, and the like. The Charter Township of Northville 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 8 - 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 Charter Township of Northville. The Contractor shall obtain and maintain sufficient insurance to cover damage to any Charter Township of Northville 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 13.

Section 9 - Inspection of Work

The Charter Township of Northville 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 Charter Township of Northville 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 10 - 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 11 - Changes in the Work

The Charter Township of Northville 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 13.

Section 12 - 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 18;
- (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 Charter Township of Northville or of its employees or by other Contractors employed by the Charter Township of Northville;
- (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 13 - 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 11. 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 14.

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 14 - 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 Charter Township of Northville's Public Services Department. 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 Charter Township of Northville will retain a percentage of the estimate in accordance with Act 524, Public Acts of 1980. The Charter Township of Northville 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 30 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 41, and an updated project schedule per Order of Completion - Section 2.

Section 15 - 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 16 - 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 Charter Township of Northville 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 Charter Township of Northville 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 Charter Township of Northville 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 Charter Township of Northville 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 17 - 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 Charter Township of Northville 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 Charter Township of Northville within 30 days after the date of the final certificate.

Before issuance of final certificates, the Contractor shall file with the Charter Township of Northville:

- (1) The consent of the surety to payment of the final estimate;
- (2) The Contractor's Affidavit in the form required by Section 42.

In case the Affidavit or consent is not furnished, the Charter Township of Northville 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 Charter Township of Northville 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 18 - Suspension of Work

The Charter Township of Northville 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 Charter Township of Northville to the Contractor to do so. The Charter Township of Northville 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 Charter Township of Northville 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 19 - Delays and The Charter Township of Northville'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 Charter Township of Northville 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 Charter Township of Northville 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 Charter Township of Northville for any excess cost to the Charter Township of Northville. If the Contractor's right to proceed is terminated, the Charter Township of Northville 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 12.

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 Charter Township of Northville, 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 Charter Township of Northville 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 Charter Township of Northville for any excess cost incurred. The expense incurred by the Charter Township of Northville, and the damage incurred through the Contractor's default, shall be certified by the Supervising Professional.

Section 20 - 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 Charter Township of Northville, terminate this Contract and recover from the Charter Township of Northville payment for all acceptable work executed plus reasonable profit.

Section 21 - Charter Township of Northville'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 Charter Township of Northville, 3 days after giving written notice to the Contractor and its surety may, without prejudice to any other remedy the Charter Township of Northville may have, make good the deficiencies and may deduct the cost from the payment due to the Contractor.

Section 22 - 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 Charter Township of Northville, shall promptly remove any part or all of its equipment and supplies from the property of the Charter Township of Northville, failing which the Charter Township of Northville 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 Charter Township of Northville and, if all costs of removal and storage are not paid by the Contractor within 10 days of invoicing, the Charter Township of Northville 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 23 - 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 Charter Township of Northville for damages to materials and equipment from any cause except negligence or willful act of the Charter Township of Northville. 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 24). 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 17) or partial acceptance (Section 24). 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 Charter

Township of Northville prior to final payment. The assignment shall not relieve the Contractor of its obligations under this paragraph to correct defects.

Section 24 - Partial Completion and Acceptance

If at any time prior to the issuance of the final certificate referred to in Acceptance and Final Payment - Section 17, 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 Charter Township of Northville, the Supervising Professional shall issue to the Contractor a certificate of partial completion, and immediately the Charter Township of Northville 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 25 - Payments Withheld Prior to Final Acceptance of Work

The Charter Township of Northville 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 Charter Township of Northville 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 Charter Township of Northville which will protect the Charter Township of Northville in the amount withheld, payment shall be made for amounts withheld under this section.

Section 26 - Contractor's Insurance

- A. 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 from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

1. 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

2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The Charter Township of Northville shall be named as an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further, 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 Job General Aggregate

\$1,000,000 Personal and Advertising Injury

\$2,000,000 Products and Completed Operations Aggregate

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The Charter Township of Northville shall be named as an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. 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.
4. 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.

- B. Insurance required under Section A.2 and A.3 of this Contract shall be considered primary as respects any other valid or collectible insurance that the Charter Township of Northville may possess, including any self-insured retentions the Charter Township of Northville may have; and any other insurance the Charter Township of Northville 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 Charter Township of Northville.

- C. In the case of all Contracts involving on-site work, the Contractor shall provide to the Charter Township of Northville before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the Charter Township of Northville. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the Charter Township of Northville, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the Charter Township of Northville. 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 to the Administering Service Area/Unit at least ten days prior to the expiration date.
- D. Any Insurance provider of Contractor shall be admitted and 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-admitted insurance companies are not acceptable unless approved in writing by the Charter Township of Northville.

Section 27 - Surety Bonds

Bonds will be required from the successful bidder as follows:

- (1) A Performance Bond to the Charter Township of Northville for the amount of the bid(s) accepted;
- (2) A Labor and Material Bond to the Charter Township of Northville for the amount of the bid(s) accepted.
- (3) A Maintenance Bond to the Charter Township of Northville for the amount of the bid(s) accepted.

Bonds shall be executed on forms supplied by the Charter Township of Northville in a manner and by a Surety Company satisfactory to the Charter Township of Northville Attorney.

Section 28 - Damage Claims

The Contractor shall be held responsible for all damages to property of the Charter Township of Northville 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 29 - 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 30 - 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 Charter Township of Northville.

Section 31 - Rights of Various Interests

Whenever work being done by the Charter Township of Northville'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 32 - Subcontracts

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

The Contractor shall be as fully responsible to the Charter Township of Northville 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 Charter Township of Northville 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 Charter Township of Northville.

Section 33 - 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 34 - 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 Charter Township of Northville 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 35 - Storing Materials and Supplies

Materials and supplies may be stored at the site of the work at locations agreeable to the Charter Township of Northville 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 36 - Lands for Work

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

Section 37 - Cleaning Up

The Contractor shall, as directed by the Supervising Professional, remove at its own expense from the Charter Township of Northville'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 38 - Salvage

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

Section 39 - Night, Saturday or Sunday Work

Work is permitted 7 days a week between the hours of 7:00 a.m. and 7:00 p.m. No Saturday, or Sunday 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 weekend.

Section 40 - Sales Taxes

Under State law the Charter Township of Northville is exempt from the assessment of State Sales Tax on its direct purchases. Contractors who acquire materials, equipment, supplies, etc. for incorporation in Charter Township of Northville 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 41

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period _____, 200____, 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 Charter Township of Northville, 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.

Section 42

CONTRACTOR'S AFFIDAVIT

The undersigned Contractor, _____, represents that on _____, 20____, it was awarded a contract by the Charter Township of Northville, Michigan to _____ under the terms and conditions of a Contract titled _____. The Contractor represents that all work has now been accomplished and the Contract is complete.

The Contractor warrants and certifies that all of its indebtedness arising by reason of the Contract has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in accomplishing the project, as well as all other claims arising from the performance of the Contract, have been fully paid or satisfactorily settled. The Contractor agrees that, if any claim should hereafter arise, it shall assume responsibility for it immediately upon request to do so by the Charter Township of Northville.

The Contractor, for valuable consideration received, does further waive, release and relinquish any and all claims or right of lien which the Contractor now has or may acquire upon the subject premises for labor and material used in the project owned by the Charter Township of Northville.

This affidavit is freely and voluntarily given with full knowledge of the facts.

Contractor

Date

By: _____
(Signature)

Its: _____
(Title of Office)

Subscribed and sworn to before me, on this ____ day of _____, 200~~0~~¹⁶
_____, _____ County, Michigan

Notary Public

My commission expires on:

SANITARY SEWER CLOSED CIRCUIT VIDEO INSPECTION
NORTHVILLE TOWNSHIP

TECHNICAL SPECIFICATIONS

Specifications for the following pay item:

Sanitary Sewer Video Inspection

1. Intent: The pipe segments shall be visually inspected by means of closed-circuit television. The inspection will be done one pipe segment at a time and the flow in the section being inspected will be suitably controlled as specified (see Sewer Flow Control). All CCTV inspections and defect coding shall be performed in accordance with the most current edition of the National Association of Sewer Service Companies, Inc. (NASSCO) Pipeline Assessment and Certification Program (PACP) standards and shall be performed by PACP certified technicians. PACP certification numbers for technicians shall be included with all submittals.
2. The service provider performing the sanitary sewer video inspection shall demonstrate at least 5 years of experience conducting CCTV sewer inspections.
3. The television camera used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The camera, television monitor, and other components of the video system shall be capable of producing picture quality to the satisfaction of the Township's Representative; and if unsatisfactory, equipment shall be removed and no payment will be made for the unsatisfactory inspection.
4. The camera shall be moved through the line in either direction at a moderate rate, stopping when necessary to permit proper documentation of the sewer's condition. In no case will the television camera be pulled at a speed greater than 30 feet per minute. Manual wenches, power wenches, TV cable and powered rewinds, or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. If during the inspection operation, the television camera will not pass through an entire pipe segment, the equipment shall be set up at the opposite end and televising again attempted. If protruding leads are preventing the camera to pass then see the protruding leads section. If during the inspection operation, the televising camera will not pass through an entire pipe segment, the Contractor shall make note of the segment and notify the Township of the pipe segment that is either obstructed or in need of cleaning. The Township's Representative will then determine if the pipe segment is to be cleaned and inspected.
5. The importance of accurate distance measurements is emphasized. Measurements for location of defects shall be above ground by means of a meter device. Marking on the cable, or the like, which would require interpolation for depth of manhole, will not be allowed. Accuracy of the distance meter shall be checked by using a walking meter, roll-a-tape, or other suitable device, and the accuracy shall be satisfactory to the Township's Representative.

SANITARY SEWER CLOSED CIRCUIT VIDEO INSPECTION
NORTHVILLE TOWNSHIP

6. The importance of minimization of disturbance and requirements for traffic control is emphasized. Contractor shall utilize equipment specifically designed to perform simultaneous inspections via autonomy (conducting multiple inspections at one time) from each access point, or the ability to travel distances greater than 5,000 linear feet in each direction from a typical access point.
7. Documentation of the inspection results shall be as follows:
 - a. Inspection logs: Electronic media location records shall be kept by the Contractor and will clearly show the location, by district in 1/10 ft, from the manhole wall, in relation to an adjacent manhole of each infiltration point observed during inspection. In addition, other point of significance such as locations of building sewers, unusual conditions, roots, storm sewer connections, cracks, fractures, broken pipes, presence of scale and corrosion, and other discernable features, as defined in the PACP defect codes, will be recorded on electronic media and two copies of such records will be supplied, one to the Township and one to the Township's Representative. Reports shall use the same manhole identification numbers as shown in the attached sanitary sewer layout.
 - b. Digital photographs of the pipe condition and all defects shall be taken by the Contractor. Photographs shall be located by district in 1/10 of a foot, from the nearest manhole wall, in relation to an adjacent manhole.
 - c. Electronic media recordings: The purpose of electronic media recording shall be to supply a visual and audio record of problem areas of the lines that may be replayed by the Township. Each original electronic media recording of conditions and defects will be delivered to the Township upon completion of a specific line section. Additionally, a copy will be provided at the same time to the Township's Representative. This may be delivered on an external hard drive or a DVD.
 - d. All CCTV inspections shall be performed by CCTV personnel who are trained and certified in NASSCO's Pipeline Assessment and Certification Program (PACP). PACP certification numbers for technicians performing the work shall be included with all documentation.
 - e. An updated map with connectivity and manhole number labels consistent with the television inspection logs.
 - f. The final digital product supplied by the Contractor shall be provided in a NASSCO PACP Exchange format that can be imported into the Township's CMMS software. The Township may request a sample delivery for input into the Township's software for at least one prior inspected pipeline segment after bids are opened and prior to awarding this contract.

SANITARY SEWER CLOSED CIRCUIT VIDEO INSPECTION
NORTHVILLE TOWNSHIP

Specifications for the following:

Sanitary Sewer Cleaning

1. Sewer Cleaning: The intent of the project is to complete most and/or all pipe inspections without cleaning. All of the pipes have been pre-cleaned within 3 years by Northville Township staff. All pipes will be accessible. If pipe is obstructed, Northville Township staff will clean the sewer within 2 business days of notification, for Contractor to complete the CCTV re-inspection.
2. Root Removal: If a pipe segment has significant root intrusion, the Contractor shall notify the Township Representative and move on to the next pipe segment. The Township shall clean the pipe segment within 2 business days of notice, and notify Contractor for second attempt at inspection.
3. Lead Protrusion: Multiple leads in a single run of sewer that protrude from the sewer main and prevent cameras from passing through to televise portions of the sewer main (even when a reverse televising is performed) shall be paid for separately under Protruding Leads. Only leads preventing the camera to pass shall be paid for and must be first approved by the Northville Township. Leads that are trimmed without approval of the Township will not be paid for. We do not anticipate many of these but a unit price is being asked for in case this item is necessary.

Specifications for the following pay item:

By-Pass Pumping

1. Intent: Under this item the Contractor is required to furnish all materials, labor, equipment, power maintenance, etc. to implement a temporary pumping system for the purpose of diverting the existing flow around the work area when necessary as determined by the Contractor and approved by Northville Township.

The design, installation and operation of the temporary pumping system shall be the Contractor's responsibility. Prior to beginning work, the Contractor shall submit for Township's review and approval a detailed plan identifying location, type, and expected duration for all flow controls. Contractor shall provide 48-hour advance notice to Township prior to installing any flow control devices, diversions, or techniques. All flow control installation or removal shall be done in the presence of the Township's Advocate.

2. By-pass pumping systems shall have sufficient capacity to pump the peak flow of the affected sewers. The Contractor shall provide all pipeline plugs, pumps of adequate size to handle peak flow, and temporary discharge piping to ensure that the required flow can safely be diverted around the area of work.
3. By-pass pumping system shall be capable of bypassing the flow around the work area and of releasing any amount of flow up to full available flow into the work area as necessary for satisfactory performance of work.

SANITARY SEWER CLOSED CIRCUIT VIDEO INSPECTION
NORTHVILLE TOWNSHIP

4. The Contractor shall maintain flow around the work area in a manner that will not cause surcharging of sewers or damage to sewers and that will protect public and private property from damage and flooding.

Specifications for the following pay item:

Protruding Leads

1. Removal of protruding leads shall be performed by the Contractor when such connections do not permit the passing of the television camera, a full video inspection of a run of pipe from both directions, or in the opinion of the Township that these protruding leads would present a future maintenance problem.
2. Each protruding lead shall be cut flush to the main line sewer pipe without damaging or breaking the lateral or the main sewer pipe. The protruding service connection shall not be broken or be left with a jagged-edge on the remaining tap. Allowable methods include the use of self-propelled or non-self-propelled robotic cutting tools or modified root cutting system.
3. Each protruding lead removed will be paid for as under this pay item regardless if the lead is clay, concrete, plastic, cast iron, or other pipe material.
4. Any line in which a protruding lead is cut shall be cleaned and then televised after the protruding lead is removed to ensure the protruding lead was removed properly.

SANITARY SEWER CLOSED CIRCUIT VIDEO INSPECTIONS

NORTHVILLE TOWNSHIP

SPECIAL PROVISIONS

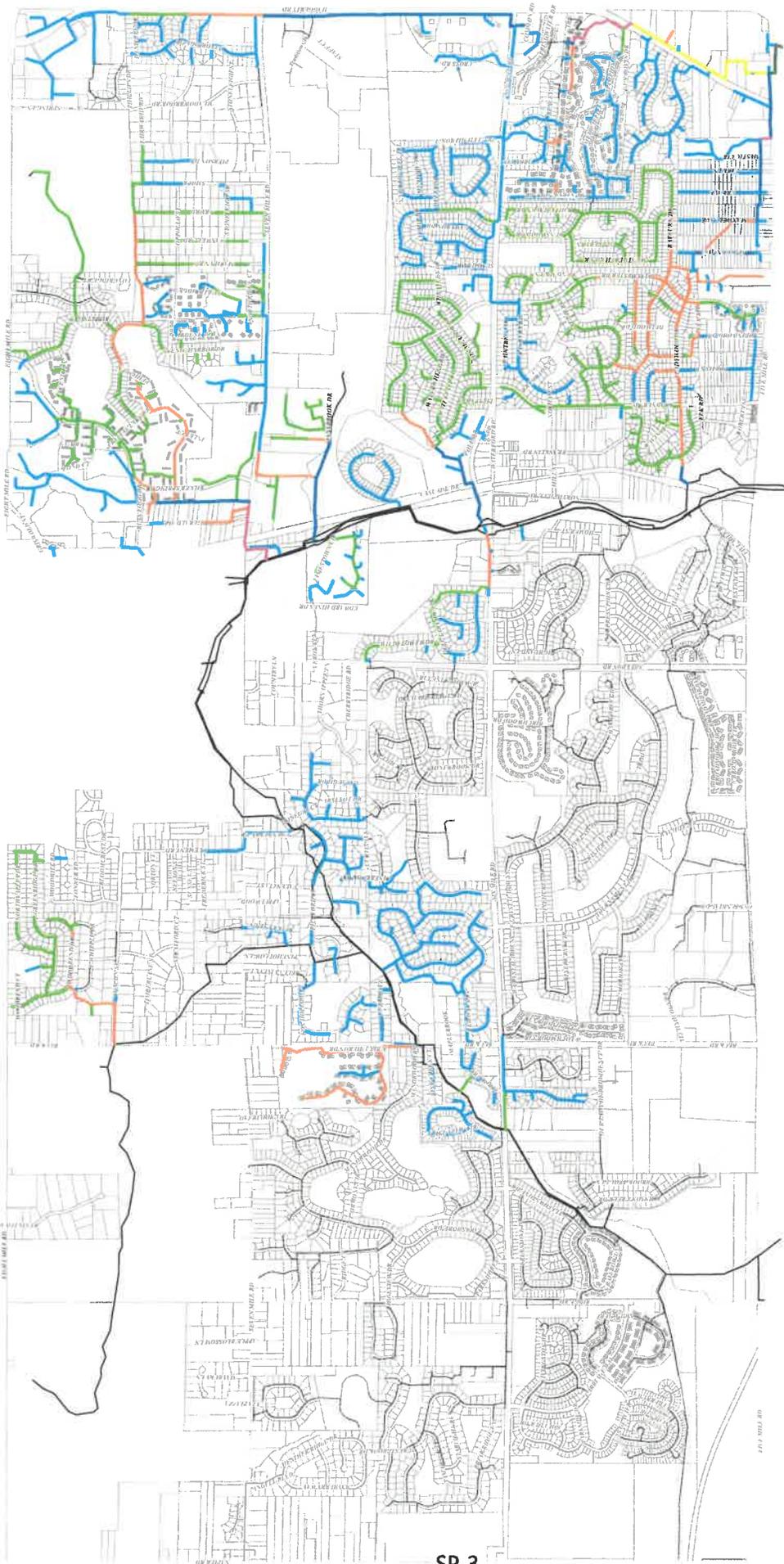
1. The Contractor(s) shall notify Northville Township at least 48 hours prior to commencing work. Designated representative(s) with contact phone numbers from each agency will be provided to the contractor(s).
2. Removal and replacement of landscape borders, fences (including posts), if required shall be incidental to the project.
3. Extreme caution must be taken by the Contractor to protect the trees on the project during the video taping of the sewer.
4. All necessary construction signage and traffic control devices shall adhere to the current Michigan Manual of Uniform Traffic Control Devices (MMUCTD). The Township will approve all traffic control unless required in Wayne County and/ or Michigan Department of Transportation. The Contractor would be required to obtain any necessary permits to work within these agencies right-of-way if required.
5. Restoration of any disturbed lawns or lawn sprinkler shall be considered incidental to the project.
6. The Township will provide a list of manholes with the Township's numbering system on maps to the contractor(s).
7. Required cleanups will be the responsibility of the contractor(s) during cleaning and/or video inspection of the sanitary sewer mains of various sizes if a backup is caused or suspected by the Contractor's operations resulting in sewage in buildings or residential homes.
8. All work performed shall be in accordance with the current standards and specifications of Northville Township.
9. The Contractor(s) maybe required to trim trees or branches, shrubs, or other vegetation if needed to access easements and shall be considered incidental to the contract.
10. All road closures must be approved by the Township. If approved, the contractor is responsible to notify the Fire, Police and Northville Public School's Transportation Department.

SANITARY SEWER CLOSED CIRCUIT VIDEO INSPECTIONS

NORTHVILLE TOWNSHIP.

SPECIAL PROVISIONS

11. In the instance that the Contractor's equipment becomes lodged in the sewer, the Contractor will notify Northville Township as soon as practicable, but no later than the end of the same work day. The Contractor shall take all steps necessary to safely remove the equipment in a timely manner, without damaging sewer, and without causing a sanitary sewer overflow. If the lodged equipment must be removed by excavation of the sewer line, the Contractor will be responsible for following Northville Township's standard provisions for such excavations and repairs. Additionally, the Contractor will be responsible for any extra costs incurred for the retrieval of any equipment which may become lodged in the sewer line.



NORTHVILLE TOWNSHIP WASTEWATER SEWER GRANT 2016 CCTV PACP INSPECTIONS



0 0.0001 0.2 0.3 0.4 Miles
 REVISION DATE: JULY 9, 2014
 BY: [Signature]

Geographic data provided is a spatial representation only. Northville Township does not assume any
 liability or warranty for the accuracy, availability, use or misuse of the information provided.

Sanitary Pipe PACP Locations

8"	10"	12"	15"	18"	21"	30"
Excluded Pipes - Not Included in Project						

PACP DIAMETER (in)	PACP LENGTH (ft)	PACP LENGTH (mi)
8	200,841	38.04
10	120,718	22.90
12	49,291	9.35
15	18,551	3.51
18	3,109	0.70
21	4,135	0.76
30	889	0.17
	398,335	75.44