



## REQUEST FOR PROPOSALS

### Department of Public Works 2024 Water Service Line Physical Verification RFP

#### Purpose

The Meridian Township Department of Public Works is requesting proposals for professional services to physically verify the material type (and other data points) for 375 randomly selected water service lines located in Meridian Township in compliance with the Michigan's Department to Environment, Great Lakes, and Energy's (EGLE) Complete Distribution System Material Inventory (CDSMI) requirements. These 375 randomly selected water service lines will be located across approximately 22 square miles where the Township has public water.

The Township will provide the contractor with a Google map of the properties to assist the contractor with mobilizing in an efficient manner. The Township will also verify that each property does not have any conflicts. Specifically, the Township will verify that:

1. The curb stop is not located in the driveway.
2. The curb stop is located within 22' of the backside of the curb or edge of pavement (for ditch roads) so a vactor can reach the excavation points while staying on the road or shoulder of the road (for ditch roads). **To prevent damage to private property, the contractor shall NOT put a vactor on a private driveway. If the weight load of a vactor damages a private driveway, the contractor will be responsible for paying the costs of the repair.**
3. That tree canopy or aerial power lines/utilities would not prevent a vactor from reaching the curb stop.
4. That there is no custom landscaping (i.e. only turf grass) at the excavation point/s adjacent to the curb stop.

All excavation performed under this contract will be performed using hydro excavation. All work shall be performed Monday through Friday from 7 a.m. to 7 p.m.

The contractor will be responsible for providing and furnishing all necessary labor, tools, equipment, material, and transportation required to:

1. Place door hangers on the doors of homes/businesses 1 day prior to excavation to remind the property owner or tenant (the Township will have already spoken to the property owner/tenant to schedule a prior inspection in the home). The Township shall provide the contractor with content to put on the door hangers. The contractor will be responsible for printing and delivering the door hangers.
2. Cut out and peel the sod away from the excavation point/s.
3. Excavate at the curb stop to physically verify the water service line material on both sides of the curb stop.
4. Physically verify and record the following information regarding the water service line on both sides of the curb stop and enter these data points into the spreadsheet provided by the Township:
  - Material Type on the Main Side of the Curb Stop
  - Size of the Water Service Line on the Main Side of the Curb Stop
  - Condition of the Water Service Line on the Main Side of the Curb Stop
  - Material Type on the Customer Side of the Curb Stop
  - Size of the Water Service Line on the Customer Side of the Curb Stop
  - Condition of the Water Service Line on the Customer Side of the Curb Stop

The Township will provide a web-hosted spreadsheet that the contractor's crew can use to enter the data points listed above into the respective columns of the spreadsheet using a phone or tablet in the field. If the contractor prefers to use paper/physical records instead of entering data directly into a spreadsheet, the Township can provide a form to fill out for each property. If the contractor prefers to use paper/physical records, the Township would require that the forms be scanned and sent to the Township each day. The

Township will provide a link for where the scanned forms can be put each day. **The contractor shall always record the actual material observed: lead, copper, plastic, or galvanized steel. Do NOT use “non-lead.”**

5. Take three high-resolution pictures for each property:
  - Standing near the edge of the road, take a picture that clearly shows if one or two holes were excavated, the obstruction that required two holes (if two holes were excavated) and the home/business and address number of the home/business in the background of this picture.
  - A picture with a measuring rod in the hole to verify the depth of the excavation.
  - A picture of the water service line. The water service line must be cleaned off well. The picture must capture the clean water service line in a clear and visible manner on both sides of the curb stop. The water service line must be pictured in a clear and visible manner such that the photo can be used later on to verify the data points that the crew records under item 4 above: the material type, size, and condition of the water service line.

All pictures must be put in digital folders labeled by property address. These photo files shall be provided to the Township on the first day of each month. The Township will use these photos to verify the quantities that need to be paid out to the contractor and produce a pay estimate once per month.

6. Backfilling the excavation holes with sand, compact the sand, and re-placing the sod that was cut out. No holes are to be left open overnight.

**Based on the scope of work outlined above, the Township’s intention is that a two-person crew could perform all the work with one mobilization to each property. One crew member would drive the vector. A second crew member would drive equipment necessary to the haul sand and equipment for backfilling the excavation point/s.**

Additional specifications for excavation point/s:

- The Township only needs to verify 18” of water service line material on both sides of the curb stop. Therefore, if the curb stop is NOT located in the sidewalk or at the base of a tree, the contractor only needs to excavate a 12” x 36” hole (at the bottom of the hole where the service line is exposed) centered on the curb stop. The contractor is paid for 1 hole in this instance.
- If the curb stop is in a sidewalk or at the base of a tree, the contractor shall excavate a 12” x 18” hole (at the bottom of the hole where the service line is exposed) on each side of the obstruction to obtain the material type on each side. The contractor is paid for 2 holes in this instance.
- Contractor will be responsible for all traffic controls and obtaining a road ROW permit from the Ingham County Road Department (there will be no fee from the Ingham County Road Department for the ROW permit). For roads with 3 or more lanes, the contractor can provide a price per service line for traffic controls. For all other roads (predominantly in subdivisions), the traffic controls should be built into the excavation unit price.

The Township will provide, at NO cost to the contractor, the following supplies and resources, all of which are located at 2100 Gaylord C Smith Ct, Haslett, MI 48840 (centrally located in Meridian Township):

1. Water from a hydrant to fill hydro excavation equipment;
2. A dump site for material generated from the hydro excavation; and
3. Sand or gravel for backfilling excavation points.

### **Background**

For EGLE’s CDSMI requirements, the Township must identify the material type of 375 randomly selected water service lines. The intent of this RFP is to provide the Township with the ability to perform services that are beyond the labor resources of the Township’s Public Works Department.

**Any potential bid award may not include all 375 physical verifications; however, at least 125 verifications will be included for all contracts. The Township may choose to award the contract to multiple contractors depending on contractor availability to complete the work by October 1, 2024.**

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## **Proposal Scope**

The intent of this proposal, and the resulting contract (attached), is to provide the Township with the ability to utilize, as-needed, specific prices for the pay items listed. When filling out the bid tab, the bidders shall include all necessary costs for the successful completion of each pay item, including, but not limited to, labor, tools, equipment, material, transportation, overhead, maintenance, fuel, and profits. Please provide, at a minimum, the following information in your proposal:

1. General company information, including a description of the qualifications of the contractor and individuals who will be assigned to the crew, or crews, responsible for completing this work;
2. A detailed description of how you would perform the work under this contract;
3. A description of similar projects the contractor has worked on;
4. A detailed list of all equipment that would be used to perform work under this contract (make, model, and capacity);
5. Contact information for the crew members, and an emergency contact; and
6. Any other relevant information for the Township to consider in evaluating the proposal.

**If the contract is awarded, the Contractor's Proposal will be incorporated as Exhibit A, along with all of the items contained in this RFP.**

## **Rights Reserved by the Township**

In submitting this bid, it is understood that the right is reserved by the Township to reject any or all bids, to award the Contract to other than the low bidder, to award separate contracts for each project and/or phase, to waive irregularities and/or formalities, and in general, to make award in any manner deemed by it, in its sole discretion, to be in the best interest of the Township.

## **Deadline for RFP Submissions**

Sealed proposals will be received by Meridian Township, Ingham County, Michigan, at the Meridian Township Clerk's Office, Municipal Building, 5151 Marsh Road, Okemos, Michigan, 48864, Ph. 517.853.4000, up to 11:00 am, local time on Thursday, April 18, 2024, after which time, proposals will be publicly opened and read aloud. **All bidders shall submit a letter with all of the information as described above in the "Proposal Scope" section, as well as a completed bid tab from pages 4-7 of this RFP.**

## **Questions**

Please contact Robert MacKenzie, Superintendent of Public Works, at [mackenzie@meridian.mi.us](mailto:mackenzie@meridian.mi.us) or 517.853.4662.

### **"PROPOSAL – Complete Distribution Water Service Line Material Verification"**

## **Criteria for Selection**

The following factors will be taken into consideration in the selection process:

1. Qualifications of the contractor and individuals responsible for the work
2. Experience with similar projects
3. Cost

## **Other Information**

1. Addenda: In the event it is necessary to revise any part of the RFP, addenda will be published on the webpage for this RFP.
2. Acceptance: The contents may become an obligation if a contract results. The proposal will be incorporated by reference into any resulting contract to the extent accepted by the Township.
3. Contract Compliance: The selected contractor, or contractors, will comply with all relevant requirements of Meridian Township.
4. There is no expressed or implied obligation by the Township to reimburse any expenses incurred in responding to the Request for Proposals.

**BID TAB**

**WATER SERVICE LINE PHYSICAL VERIFICATIONS - 2024**  
**(BASED ON AWARDING ALL 375 LOCATIONS)**

<u>ITEM/DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1. Traffic controls for any road with 3 or more lanes	4	EA	\$ _____	\$ _____
2. 12"x 36" excavation point centered on the curb stop at the depth necessary to expose a water service line that is up to 7' deep	270	EA	\$ _____	\$ _____
3. 12"x 36" excavation point centered on the curb stop at the depth necessary to expose a water service line that is greater than 7' deep	30	EA	\$ _____	\$ _____
4. 12"x 18" excavation point necessary to expose a water service line that is up to 7' deep	135	EA	\$ _____	\$ _____
5. 12"x 18" excavation point necessary to expose a water service line that is greater than 7' deep	15	FT	\$ _____	\$ _____

Total: \$ \_\_\_\_\_

For purposes of determining how to award this contract, please tell us how many two-person crews you would mobilize to complete 375 physical verifications from May 1, 2024 to October 1, 2024: \_\_\_\_\_.

Please be aware that Article IV of the contract does provide for liquidated damages in the amount of \$1,000 per day for each day that the work remains incomplete after October 1, 2024. If necessary, the Township intends to enter into contracts with multiple contractors in order to complete all 375 physical verifications by October 1, 2024. Please take this into account when estimating how many physical verifications you could complete from May 1, 2024 to October 1, 2024.

**BID TAB**

**WATER SERVICE LINE PHYSICAL VERIFICATIONS - 2024**  
**(BASED ON AWARDING 188 LOCATIONS)**

<b><u>ITEM/DESCRIPTION</u></b>	<b><u>QTY</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>AMOUNT</u></b>
1. Traffic controls for any road with 3 or more lanes	2	EA	\$ _____	\$ _____
2. 12"x 36" excavation point centered on the curb stop at the depth necessary to expose a water service line that is up to 7' deep	136	EA	\$ _____	\$ _____
3. 12"x 36" excavation point centered on the curb stop at the depth necessary to expose a water service line that is greater than 7' deep	15	EA	\$ _____	\$ _____
4. 12"x 18" excavation point necessary to expose a water service line that is up to 7' deep	67	EA	\$ _____	\$ _____
5. 12"x 18" excavation point necessary to expose a water service line that is greater than 7' deep	7	FT	\$ _____	\$ _____

Total: \$ \_\_\_\_\_

For purposes of determining how to award this contract, please tell us how many two-person crews you would mobilize to complete 188 physical verifications from May 1, 2024 to October 1, 2024: \_\_\_\_\_.

Please be aware that Article IV of the contract does provide for liquidated damages in the amount of \$1,000 per day for each day that the work remains incomplete after October 1, 2024. If necessary, the Township intends to enter into contracts with multiple contractors in order to complete all 375 physical verifications by October 1, 2024. Please take this into account when estimating how many physical verifications you could complete from May 1, 2024 to October 1, 2024.

**BID TAB**

**WATER SERVICE LINE PHYSICAL VERIFICATIONS - 2024**  
**(BASED ON AWARDING 125 LOCATIONS)**

<b><u>ITEM/DESCRIPTION</u></b>	<b><u>QTY</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>AMOUNT</u></b>
1. Traffic controls for any road with 3 or more lanes	1	EA	\$ _____	\$ _____
2. 12"x 36" excavation point centered on the curb stop at the depth necessary to expose a water service line that is up to 7' deep	90	EA	\$ _____	\$ _____
3. 12"x 36" excavation point centered on the curb stop at the depth necessary to expose a water service line that is greater than 7' deep	10	EA	\$ _____	\$ _____
4. 12"x 18" excavation point necessary to expose a water service line that is up to 7' deep	45	EA	\$ _____	\$ _____
5. 12"x 18" excavation point necessary to expose a water service line that is greater than 7' deep	5	FT	\$ _____	\$ _____

Total: \$ \_\_\_\_\_

For purposes of determining how to award this contract, please tell us how many two-person crews you would mobilize to complete 125 physical verifications from May 1, 2024 to October 1, 2024: \_\_\_\_\_.

Please be aware that Article IV of the contract does provide for liquidated damages in the amount of \$1,000 per day for each day that the work remains incomplete after October 1, 2024. If necessary, the Township intends to enter into contracts with multiple contractors in order to complete all 375 physical verifications by October 1, 2024. Please take this into account when estimating how many physical verifications you could complete from May 1, 2024 to October 1, 2024.

**PLEASE REFER TO PAGE 7 TO COMPLETE THE BID TAB**

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Date: \_\_\_\_\_ Company Name: \_\_\_\_\_

By: \_\_\_\_\_ Address: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Signer

Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

***The bidder shall also include a letter or document that contains all of the information required in the "Proposal Scope" section contained on page 3.***

## **2024 WATER SERVICE LINE PHYSICAL VERIFICATION CONTRACT**

**THIS CONTRACT**, dated \_\_\_\_\_ by and between \_\_\_\_\_, hereinafter called the "CONTRACTOR", and Meridian Charter Township, 5151 Marsh Road, Okemos, MI 48864, hereinafter called the "OWNER".

**WITNESSETH**, that the CONTRACTOR and the OWNER for the consideration herein agree as follows:

### **ARTICLE I. SCOPE OF WORK.**

The CONTRACTOR shall perform everything required to be performed and shall provide and furnish all labor, materials, necessary tools, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for constructing the project as described in the RFP and for performing all related work for the OWNER, required by and in strict accordance with the plans and specifications, including any and all addenda, and other Contract Documents mentioned and made a part hereof.

### **ARTICLE II. THE CONTRACT PRICE.**

The OWNER shall pay for constructing the project complete with all labor, materials, equipment, appurtenances, surface restoration and related work in strict accord with the Plans and Specifications, ready for use, the unit prices as listed in the Proposal and herein made a part of this Contract. Payment shall be made to the CONTRACTOR on a monthly basis based on all data entered into the spreadsheet.

### **ARTICLE III. TIME.**

Time is of the essence in the performance of this contract. The CONTRACTOR agrees to start work within ten (10) days of signing the contract and to fully complete the work so as to permit use of the project by the OWNER by October 1, 2024.

### **ARTICLE IV. DELAYS AND DAMAGES.**

If the CONTRACTOR refuses or fails to prosecute the work, or any separate part thereof, with such diligence as will insure its substantial completion, ready for operation within the number of consecutive calendar days specified herein, or any extension thereof, or fails to complete said work within such time, the OWNER may, by written notice to the CONTRACTOR, terminate the CONTRACTOR's right to proceed with the work or such part of the work as to which there has been delay. In such event, the OWNER may take over the work and prosecute the same to completion by contract or otherwise, and the CONTRACTOR and his sureties shall be liable to the OWNER for any excess cost occasioned thereby. If the CONTRACTOR's right to proceed is so terminated, the OWNER will take possession of and utilize in completing work such materials, appliances, and plant as may be on the site of the work and necessary therefore.

If the OWNER does not terminate the right of the CONTRACTOR to proceed, the CONTRACTOR shall continue to work, in which event the actual damages for the delay will be impossible to determine and in lieu thereof the CONTRACTOR shall pay the OWNER the sum of one thousand dollars (\$1,000.00) per day as fixed, agreed, and liquidated damages for each calendar day of delay until the work is substantially completed, ready for operation and the CONTRACTOR and his sureties shall be liable for the amount thereof. However, the right of the CONTRACTOR to proceed shall not be terminated or the CONTRACTOR charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond control and without the fault or negligence of the CONTRACTOR,



including, but not restricted to acts of God, or of the public enemy, acts of the OWNER, fires, floods, epidemics, quarantine restrictions, delays of subcontractors due to such causes, if the CONTRACTOR shall, within ten (10) days from the beginning of any such delay (unless the OWNER shall grant a further period of time prior to the date of final settlement of the Contract) notify the OWNER in writing of the cause of delay and extend the time for completing the work when, in OWNER's judgement, the finding of fact justify such an extension and OWNER's findings of fact thereon shall be final and conclusive on the parties thereto. In no event shall bankruptcy or labor disputes, or the like, either of CONTRACTOR or any of its subcontractors or suppliers, be considered as an unforeseeable cause beyond the control and without the fault or negligence of the CONTRACTOR.

## **ARTICLE V. CONTRACTORS' AND SUBCONTRACTORS' INSURANCE**

The Contractor shall not commence work under this Contract until he/she has obtained all the insurance required under this section and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractors and subcontractors are required to file with the Owner completed certificates of insurance, as evidence that they carry adequate insurance to comply with the requirement of this section. New Certificates of Insurance shall be furnished to the Owner at the renewal date of all policies named on these certificates.

### **A. Policies, Coverages, and Endorsements**

The Contractor agrees to maintain, or to cause its personnel providing services under this Contract to maintain, at its sole cost and expense or the cost and expense of his personnel, the following insurance policies, with the specified coverages and limits, to protect and insure the Owner and Contractor against any claim for damages arising in connection with Contractors responsibilities or the responsibilities of Contractors personnel under this Contract and all extensions and amendments thereto.

#### **1. Commercial General Liability**

a.	General Aggregate	\$2,000,000
b.	Each Occurrence	\$1,000,000

Such insurance shall include, but not be limited to, coverage for:  
Comprehensive form, Premises-operations, Explosion and collapse hazard, Underground hazard, Products/completed operations hazard, Contractual insurance, Broad form property damage, Independent contractor, Personal injury

#### **2. Workers' Compensation & Employer' Liability (if applicable)**

a.	Medical & Indemnity	Statutory Requirements
b.	Bodily Injury by Accident	\$500,000 Each Accident
c.	Bodily Injury by Disease	\$500,000 Each Employee
d.	Bodily Injury by Disease	\$500,000 Policy Limit
e.	Employers Liability	\$500,000

#### **3. Automobile Liability**

Including hired and non-owned Automobiles \$1,000,000 (Combined Single Limit)  
Such insurance shall include, but not be limited to, coverage for:  
Comprehensive form, Owned vehicles, Hired vehicles, Non-owned vehicles

### **B. Builder's Risk Insurance (Fire and Extended Coverage)**

Until the project is completed and accepted by the Owner, the Contractor is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, and subcontractors as their interests may appear.

**C. Owner's Protective Liability**

The Contractor shall procure and shall maintain during the life of this Contract Owner's/Contractor's Protective Liability Insurance, listing the Owner as the named insured. The minimum limit of liability shall be not less than \$1,000,000.00 per occurrence/aggregate.

**D. Insured Parties**

All policies shall contain a provision naming the Owner (and its officers, agents and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Contract.

**E. Acceptable Insurance Companies**

All insurance companies required by this section shall be: 1) acceptable to the Owner; 2) authorized to do business in the State of Michigan by the Michigan Department of Licensing & Regulatory Affairs Office of Financial and Insurance Regulations, and 3) have an A.M. Best Company's Insurance reporting rating of no less than A- (Excellent). Upon request, the Contractor shall submit evidence of such insurance.

**F. Indemnification and Hold Harmless**

The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless the Owner and its elected and appointed officers, employees, and agents from all claims, damages, costs, lawsuits and expenses, including, but not limited to, all costs for administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions, or negligence of the Contractor, its subcontractors, sub-subcontractors or any of their officers, employees, or agents. This includes but is not limited to injury or death to any person or persons, including the contractors employees, and damage to property. The furnishing by the Contractor of any insurance required by this Contract, or the acceptance or approval thereof by the Owner as provided in this Contract, or otherwise, shall not diminish the Contractor's obligation to fully indemnify the Owner, its elected and appointed officers, employees, and agents as required in this section.

The Contractor shall not cancel or reduce the coverage of any insurance required by this section without providing 30-day prior written notice to the Owner. All such insurance must include an endorsement whereby the insurer shall agree to notify the Owner immediately of any reduction by the Contractor. The Contractor shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force.

**ARTICLE VI. COMPONENT PARTS OF THIS CONTRACT.**

This Contract consists of the following component parts, all of which are as fully a part of the Contract as if herein set out verbatim, or, if not attached: 1) Request for Proposals, 2) Contract, 3) Contractor's Proposal.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed in one (1) original counterpart the day and year first above written.

**CONTRACTOR**

WITNESS:

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CHARTER TOWNSHIP OF MERIDIAN**

**OWNER**

WITNESS:

By: \_\_\_\_\_

Dan Opsommer

\_\_\_\_\_

Title: Deputy Township Manager  
Director of Public Works & Engineering

Date: \_\_\_\_\_