

Southgate City Council Agenda

Council Chambers

14400 Dix-Toledo Rd., Southgate, Michigan 48195

Wednesday February 7, 2024

6:30pm

Work Study Session

1. Officials Reports
2. Discussion of Agenda Items

7:00 pm

Regular Meeting

Pledge of Allegiance

Roll Call:

Ayres-Reiss, George, Graziani, Kowalsky, Kuspa, Rauch

Minutes:

1. Special Meeting Minutes February 1, 2024
2. Work Study Meeting Minutes dated January 17, 2024
3. Regular City Council Meeting Minutes dated January 17, 2024

Scheduled Persons in the Audience:

Consideration of Bids:

Scheduled Hearings:

Communications "A"

1. Memo from Administrator; Re: Storm Water Management Permit for 12780 Reek Rd, Range USA Page 5
2. Letter from Mayor; Re: Approval of Change Order NO. 1 2023 Lead Water Service Replacement Program Page 13
3. Letter from Mayor; Re: Approval of Bid Extension for Cross Connection Control Program (Waiver of Bid) Page 19
4. Letter from Mayor; Re: Approval of Extension of Agreement for 2024 Lead Water Service Replacement Program (Waiver of Bid) Page 44
5. Letter from Mayor; Re: Approval of Proposal for Recreation Master Plan Professional Services (Waiver of Bid) Page 49 (1)
6. Letter from Mayor; Re: One Year Contract Extension with Royal Roofing Company, Inc. (Waiver of Bid) Page 58 (10)
7. Letter from Mayor; Re: Approve Renewal of Service Agreement for Lifepak Monitors/Defibrillators (Waiver of Bid) Page 64 (16)
8. Memo from Administrator; Re: Carlisle Wortman and Associates Extension Page 68 (20)
9. Memo from Administrator; Re: Authorizing Execution of 2024 Wayne County Permit (A-24154) Page 73 (25)
10. Memo from ACA/Fin. Director; Re: Proposed Schedule – FY 2024/25 Budget Process Page 83 (35)

Communications "B" – (Receive and File):

Ordinances:

1. Memo from Administrator; Re: Update to City Code Section 1292.03(k) – 2nd Reading Page 84 (36)

Old Business:

New Business:

Unscheduled Persons in the Audience:

Claims & Accounts: Warrant #1490 \$2,351,603.51

Adjournment:



Janice M. Ferencz, City Clerk

Work Study Session

January 17, 2024

An Informal Meeting of the Council of the City of Southgate was held on January 17, 2024 at 6:30 P.M. and called to order by Council President Zoey Kuspa.

Present: Priscilla Ayres-Reiss, Karen George, Christian Graziani, Greg Kowalsky, Zoey Kuspa, Phil Rauch

Absent:

Also Present: Mayor Joseph G. Kuspa, City Attorney Ed Zelenak, City Administrator Dan Marsh, Assistant City Administrator/Finance Director Doug Drysdale, City Clerk Janice Ferencz, City Treasurer Chris Rollet, Fire Chief Justin Graves, City Engineer John Miller, Public Safety Director Joseph Marsh, Police Chief Mark Mydlarz, Recreation Director Julie Goddard & Building Inspections Director Tim Leach

Mayor Kuspa announced the winners of the Christmas Home Decorating Contest.

- 3rd Place Cody & Ashley Korbal, 14957 Irene
- 2nd Place Larry & Sue Hall, 14480 Stoutwood
- 1st Place Mark & Nichole Landis, 13654 Mark

Discussed the following agenda items:

- March 2024 Board of Review Dates
- 2024 Poverty Exemption Guidelines
- Bid Extension (One Year) for Full Replacement Prime Shield Service Agreement (Waiver of Bid)
- Purchase of Two (2) Police Utility Interceptor Patrol Vehicles (Waiver of Bid)
- Bid Extension Through April 30, 2024 for Ice Rink Janitorial Services (Waiver of Bid)
- 1st Reading of Proposed Update to Section 1292.03(k) Driveway Ordinance

This meeting ended at 6:43 p.m.

City of Southgate

Regular City Council Meeting

January 17, 2024

A Regular Meeting of the Council of the City of Southgate was held on Wednesday, January 17, 2024 in the Southgate City Hall Council Chambers and was called to order at 7:00 PM by Council President Zoey Kuspa.

This meeting began with the Pledge of Allegiance.

Present: Priscilla Ayres-Reiss, Karen George, Christian Graziani, Greg Kowalsky, Zoey Kuspa, Phil Rauch

Absent:

Also Present: Mayor Joseph G. Kuspa, City Attorney Ed Zelenak, City Administrator Dan Marsh, Assistant City Administrator/Finance Director Doug Drysdale, City Clerk Janice Ferencz, City Treasurer Chris Rollet, Fire Chief Justin Graves, City Engineer John Miller, Public Safety Director Joseph Marsh, Police Chief Mark Mydlarz, Recreation Director Julie Goddard & Building Inspections Director Tim Leach

Minutes:

Moved by George, supported Kowalsky, RESOLVED, that the minutes of the City Council Work Study Session dated January 3, 2024 be approved as presented. Carried unanimously.

Moved by Rauch, supported by Ayres-Reiss, RESOLVED, that the minutes of the Regular City Council Meeting dated January 3, 2024 be approved as presented. Carried unanimously.

Communications "A":

1. Memo from ACA/Fin. Dir.: Re: March 2024 Board of Review Dates moved by George, supported by Rauch, RESOLVED THAT the Southgate City Council approve the March 2024 Board of Review dates, and the Board of Review member's compensation as presented, as well as the amount for additional expenses. Motion carried unanimously.
2. Memo from ACA/Fin. Dir.: Re: 2024 Poverty Exemption Guidelines moved by Rauch, supported by Kowalsky, RESOLVED THAT the Southgate City Council adopt a resolution to approve the enclosed 2024 Poverty Exemption Guidelines & Application. Motion carried unanimously.
3. Letter from Mayor; re: Bid Extension (One Year) for Full Replacement Prime Shield Service Agreement-Waiver of Bid moved by Ayres-Reiss, supported by George, RESOLVED THAT the Southgate City Council waive the bidding process and approve the renewal of the Full Replacement Prime Shield service agreement with D/A Central (13155 Cloverdale, Oak Park, Michigan 48237) in the amount of \$15,313.57, through December 31, 2024. Motion carried unanimously.
4. Letter from Mayor; re: Purchase of Two (2) Police Utility Interceptor Patrol Vehicles-Waiver of Bid moved by Kowalsky, supported by Rauch, RESOLVED THAT the Southgate City Council waive the bidding process, accept the State of Michigan MiDEAL bid award price, and approve the purchase of two (2) 2024 Ford Police Interceptor Utility AWD patrol vehicles from Southgate Ford (16501 Fort St., Southgate, Michigan 48195) in the total amount of \$87,038.00. Motion carried unanimously.
5. Letter from Mayor; re: Bid Extension Through April 30, 2024 for Ice Rink Janitorial Services-Waiver of Bid moved by George, supported by Ayres-Reiss, RESOLVED THAT the Southgate City Council waive the bidding process and extend the service agreement with Services to Enhance Potential – STEP (2801 Gulley Rd., Dearborn, Michigan 48124 for ice rink janitorial services through April 30, 2024 at the current rate of \$2,800.00 per month. Motion carried unanimously.

Regular City Council Meeting
January 17, 2024

Ordinances:

1. Memo from Administrator; Re: 1st Reading of Proposed Update to Section 1292.03(k) Ordinance as this is the first reading, no action by council is required.

Claims and Accounts:

Moved by Graziani, supported by Rauch, RESOLVED, that Claims and Accounts be paid as outlined on Warrant #1489 for \$1,995,616.19. Motion carried unanimously.

Adjournment:

Moved by George, supported by Ayres-Reiss, RESOLVED THAT this Regular Meeting of the Southgate City Council be adjourned at 7:09 P.M. Carried unanimously.

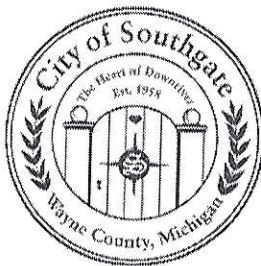
Zoey Kuspa
Council President

Janice M. Ferencz
City Clerk

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEYKUSPA
Council President

CHRISTIAN GRAZIANI

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

GREG KOWALSKY

Memorandum

To: Honorable City Council Members

From: Dan Marsh, City Administrator *DM*

Date: January 31, 2024

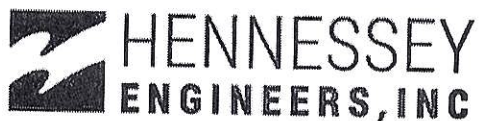
Re: Storm Water Management Permit for 12780 Reeck Rd, Range USA

The Administration respectfully requests that City Council pass the attached resolution which approves the City of Southgate, Permit No. M23-0090 for long term maintenance of the storm water management system issued by Wayne County. The approval of this resolution will keep Range USA, located at 12780 Reeck Rd, and the City of Southgate in compliance with the Wayne County Storm Water Ordinance.

Your favorable consideration of this request is appreciated.

PROPOSED MOTION: *To adopt the resolution approving the City of Southgate, Permit No. M23-0090 for the long term maintenance of the storm water management system.*

NORMA J. WURMLINGER MUNICIPAL BUILDING
14400 DIX-TOLEDO ROAD • SOUTHGATE, MICHIGAN 48195 • 734-258-3022 • FAX:
734-246-1414



February 2, 2024

Mr. Dan Marsh, City Administrator
City of Southgate
14400 Dix-Toledo Road
Southgate, MI 48195

**Re: Range USA, 12780 Reeck Road – Storm Water Maintenance Agreement
City of Southgate, Wayne County, Michigan
Hennessey Project 12197**

Dear Mr. Marsh:

Please find enclosed the Community Resolution for Long Term Maintenance of Storm Water Systems, Storm Water Maintenance Exhibits A & B, Wayne County's Letter and their Storm Water Maintenance Permit for the above-mentioned site. The Community Resolution needs to be signed and dated by the City of Southgate and approved by the City Council. The Long Term Maintenance Agreement signed by CAT Southgate, LLC on February 1, 2024 is also enclosed for City signatures and notarization.

The Storm Water Maintenance Agreement along with the enclosed paperwork should be placed on the next City Council agenda for approval and acceptance. Once these documents have been executed by the City of Southgate, please return them to me, so we at Hennessey Engineers, Inc. can forward them onto Wayne County for their approval.

If you have any questions, or if additional information is necessary, please do not hesitate to call me at (734) 759-1600.

Very Truly Yours,

HENNESSEY ENGINEERS, INC

A handwritten signature in cursive script that reads "John M. Miller".

John M. Miller
Project / Construction Manager

Enclosures

cc: Honorable Joseph Kuspa, Mayor, City of Southgate
Kevin Anderson, Director of Public Services, City of Southgate
Mustafa Turkcan, Plan Review Engineer, Wayne County
Brad Copp, Vice President of Construction, Compton Addy Commercial Development
John J. Hennessey, P.E., Vice President, Hennessey Engineers, Inc.
File B.3

3/2/24

2500 River Road, Suite 200, Southgate, MI 48195 | Tel: (734) 759-1600 | Fax: (734) 759-1601 | www.hennessey-engineers.com

**COMMUNITY RESOLUTION ACCEPTING
LONG TERM MAINTENANCE OF STORM WATER MANAGEMENT SYSTEM**

Resolution No. _____

At the Regular Meeting of the City Council of the City of Southgate on _____, 2024, the following resolution was offered:

WHEREAS, chapter 7 of the Wayne County Storm Water Management Ordinance ("Wayne County Ordinance"), requires storm water management systems to be maintained in perpetuity to ensure that the system functions properly as designed:

WHEREAS, Rule 1001 of the Wayne County Storm Water Management Administrative Rules ("Administrative Rules") requires applicants for storm water construction approval to submit long-term maintenance plans as part of an application for storm water construction.

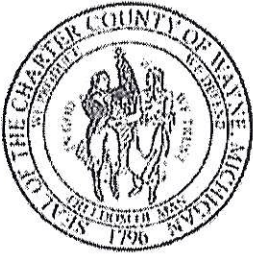
WHEREAS, **CAT Southgate, LLC** ("Developer") has applied to the Wayne County Department of Public Services for a storm water construction approval with respect to the project named **Range USA** ("Project") located on the north side of Reeck Road east of Allen Road and west of I-75 Expressway in the City of Southgate, Wayne County, Michigan.

WHEREAS, Developer's application for Storm Water Construction approval was assigned permit review number **R22-0050**.

WHEREAS, Developer submitted a plan to the County and the City of Southgate entitled **Range USA** ("Plan") for long-term maintenance of the storm water management system(s) as the Project pursuant to Rule 801, which Plan has been tentatively approved by the County pending issuance of this resolution and has been accepted by the City of Southgate; and

WHEREAS, the City of Southgate has agreed to assume jurisdiction over and accepts responsibility for long term maintenance of storm water management system(s) at the Project Pursuant to the Wayne County Ordinance, the Administrative Rules, the Plan, and the storm water construction approval issued by Wayne County;

BE IT FURTHER RESOLVED, that approval be and is hereby granted, authorizing **Mayor Joseph Kuspa** to execute, on behalf of the City of Southgate, Permit No. **M23-0090** for long term maintenance of storm water management system issued by Wayne County for the Project.



Warren C. Evans
Wayne County Executive

Dec 11, 2023

Mr. Kevin Anderson
City of Southgate
14400 Dix Toledo Road
Southgate, Michigan 48194

Re: Maintenance of Storm Water Management
Maintenance Permit for 21500165 Range USA - Southgate

Dear Mr. Anderson:

Enclosed are the Storm Water Maintenance Permit **M23-0090** and Exhibits A&B.

Please sign and date the enclosed maintenance permit and request the Council to pass a Resolution as required by the Wayne County Storm Water Ordinance.

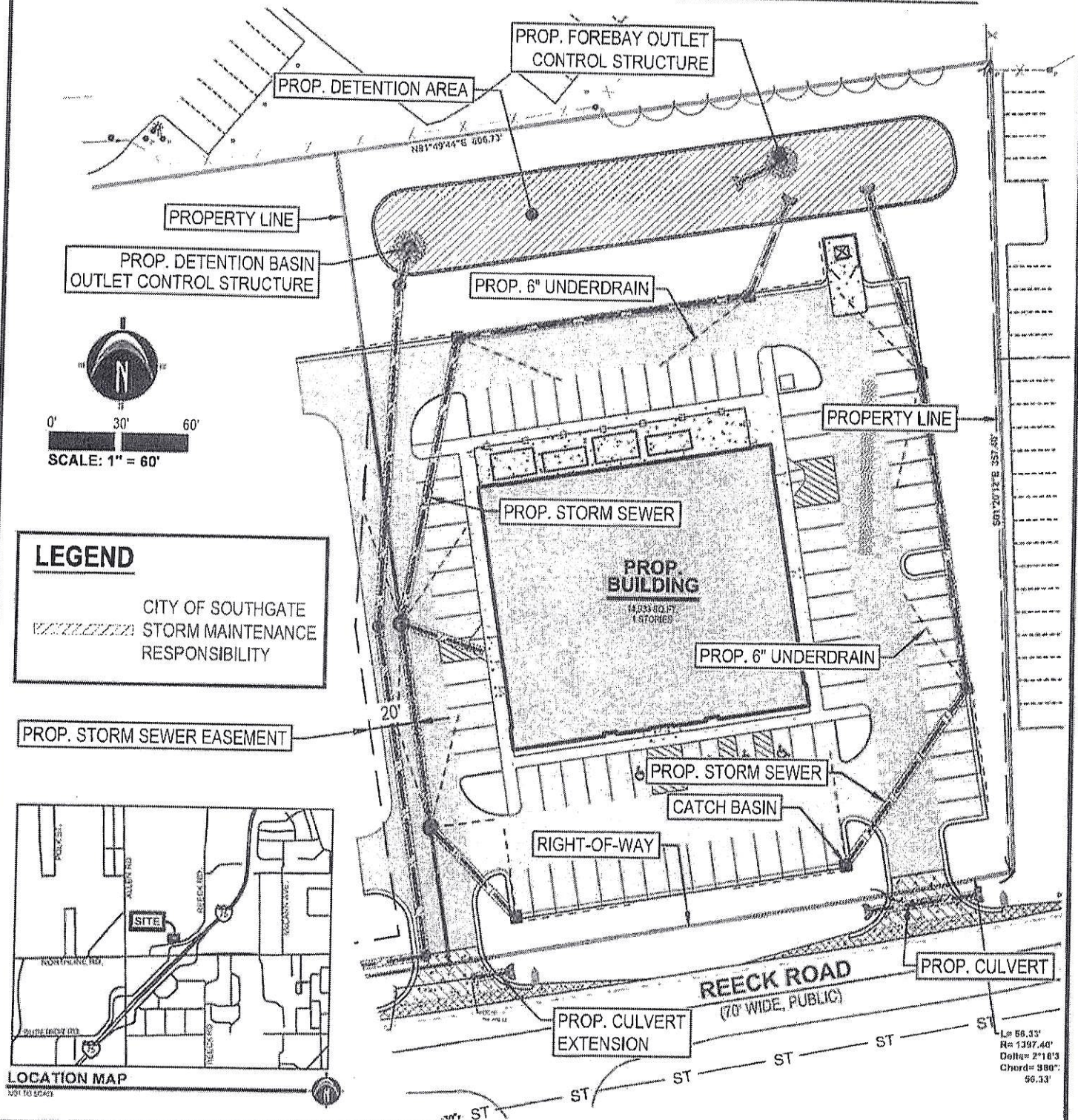
http://www.waynecounty.com/doe_wqm_res_stormwm_standards.htm

Please return the complete packet to Wayne County Permit Office. An executed copy of this permit with exhibits will be returned to your attention.

Sincerely,

Mustafa Turkcan
Plan Review Engineer

EXHIBIT A - PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM



PROPERTY INFORMATION:

12780 Reeck Road
Southgate, MI 48195

PROPERTY OWNER:

Compton Addy
3805 Edwards Road, Suite 390
Cincinnati, OH 45209
Contact: Brad Copp
Phone: (513) 758-1412

ENGINEER:

Nederveld, Inc.
3037 Miller Road
Ann Arbor, MI 48103
Phone: (734) 929-6963
Fax: (734) 785-4045

DATE: 02/28/2022

NEDERVELD
www.nederveld.com
800.222.1868

SHEET 1 OF 9

EXHIBIT A - PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM

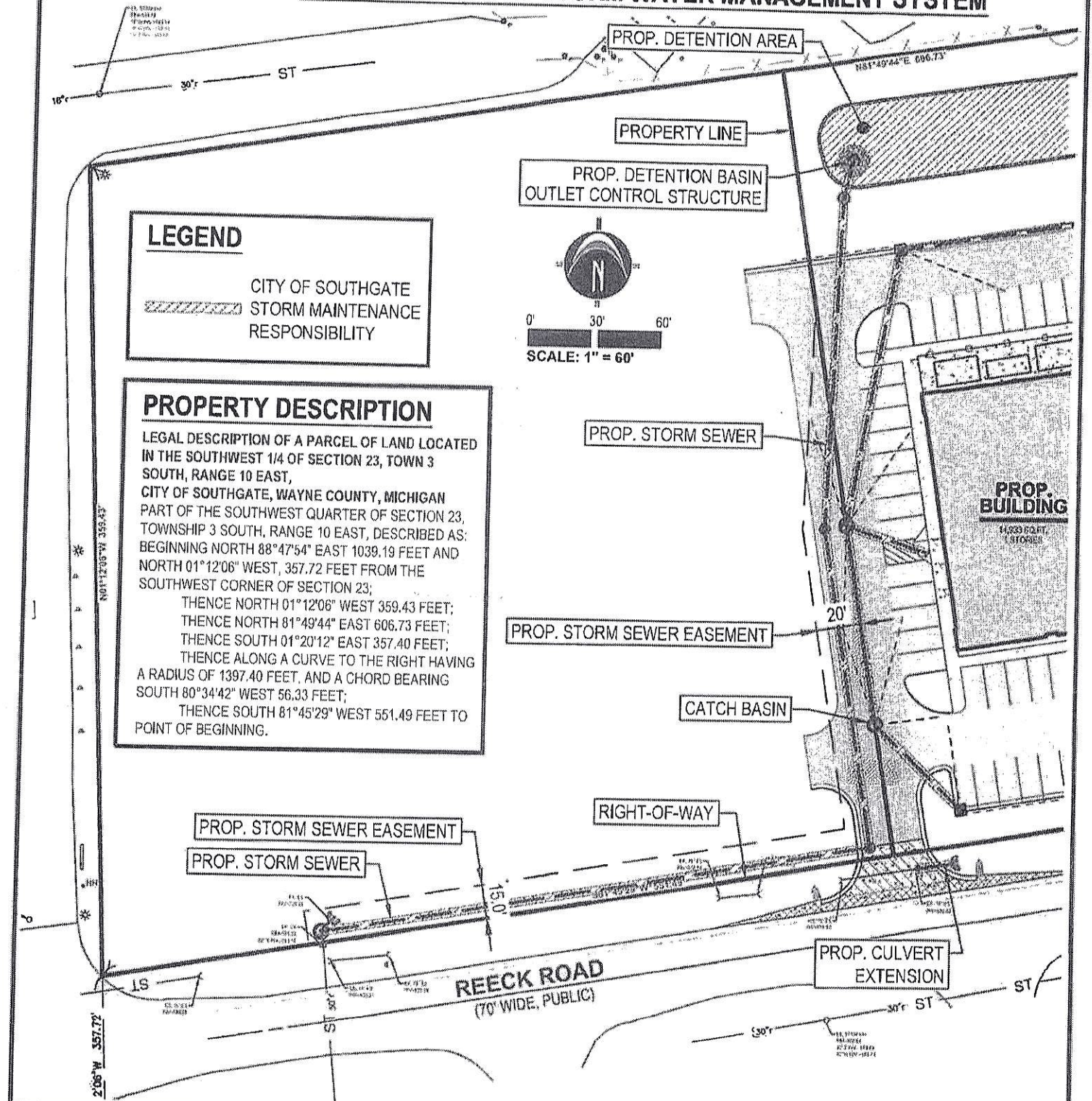


EXHIBIT B - STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE PLAN

A. Physical Limits of the Storm Water Management System

The storm water management system (SWMS) subject to this long-term maintenance plan (Plan) is depicted on Exhibit A to the permit and includes without limitation the storm sewers, catch basins, manholes, inlets, swales, buffer strip, spillways, mechanical and open forebays, underground and open detention basins, outlet control structure and outlet pipes that convey flow from the detention basins to the City of Southgate storm sewer system located within the site. For the purposes of this plan, this storm water management system (SWMS) and all of its components as shown in Exhibit A is referred to a "Range USA SWMS".

B. Time Frame for Long-Term Maintenance Responsibility

Range USA is responsible for maintaining the Range USA SWMS, including complying with applicable requirements of the local or Wayne County soil erosion and sedimentation control program until Wayne County releases the construction permit. Long-term maintenance responsibility for the Range USA SWMS commences when defined by the maintenance permit issued by the County. Long-term maintenance continues in perpetuity.

C. Manner of Insuring Maintenance Responsibility

City of Southgate has assumed responsibility for long-term maintenance of Range USA SWMS. The resolution by which the City of Southgate has assumed maintenance responsibility is attached to the permit as Exhibit C. Range USA, through a maintenance agreement with the City of Southgate, has agreed to perform the maintenance activities required by this plan. City of Southgate retains the right to enter the property and perform the necessary maintenance of the Range USA SWMS if Range USA fails to perform the required maintenance activities. To ensure that the Range USA SWMS is maintained in perpetuity, the map of the physical limits of the storm water management system (Exhibit A), this plan (Exhibit B), the resolution attached as Exhibit C, and the maintenance agreement between the City of Southgate and the property owner(s) will be recorded with the Wayne County Register of Deeds. Upon recording, a copy of the recorded documents will be provided to the County.

D. Long-Term Maintenance Plan and Schedule

Table 1 identifies the maintenance activities to be performed, organized by category (monitoring/inspections, preventative maintenance and remedial actions). While performing maintenance, chemicals should not be applied to the forebay, detention basin, buffer strip, or watercourses. Table 1 also identifies site-specific work needed to ensure that the storm water management system functions properly as designed.

MAINTENANCE ACTIVITIES	SYSTEM COMPONENTS						FREQUENCY
	Storm Collection System (Inlets, Catch Basins, Manholes, Swales, Sewers)	Mechanical & Open Forebays	Open Detention Basins	Outlet Control Structures & Outlet Pipes	Spillways, Ripraps	Pavement Areas, Others	
Monitoring/Inspection							
Inspect for Sediment Accumulation*/Clogging of Stone Filter	X	X	X	X			Annually
Inspect For Floatables, Dead Vegetation & Debris	X	X	X	X			Annually & After Major Events
Inspect For Erosion And Integrity of Banks & Berms	X	X	X	X	X		Annually & After Major Events
Monitor Plantings/Vegetation		X	X				2 Times per Year
Inspect All Components During Wet Weather & Compare to As-Built Plans	X	X	X	X	X		Annually
Ensure Maintenance Access Remain Open/Clear	X	X	X	X	X		Annually
Preventative Maintenance							
Mowing		X	X				As Needed, select areas only*
Remove Accumulated sediments	X	X	X	X			As needed**
Remove Floatables, Debris, Invasive & Dead Vegetation	X	X	X	X			As Needed
Replace or Wash & Reuse risers stone filters		X	X				Every 3 years, or as needed***
Replace Bioretention Subsurface components							Every 5 years/If water ponds>6 hours
Sweeping of Paved Surfaces, Others					X		As Needed
Remedial Actions							
Repair/Stabilize Areas of Erosion	X	X	X		X		As Needed
Replace Dead Plantings and Trees, Reseed Bare Areas		X	X				As needed
Structural Repairs	X	X	X	X			As Needed
Make Adjustments/Repairs to Ensure Proper Functioning	X	X	X	X	X		As Needed

NOTES:

* Not to exceed the length allowed by local community ordinance.

**Forebays & Detention Basins to be cleaned whenever sediments accumulate to a depth of 6-12 inches, or if sediment resuspension is observed.

***Replace stones if they cannot be adequately cleaned.

PROPERTY INFORMATION:

12780 Reeck Road
Southgate, MI 48195

PROPERTY OWNER:

Compton Addy
3805 Edwards Road, Suite 390
Cincinnati, OH 45209
Contact: Brad Copp
Phone: (513) 758-1412

ENGINEER:

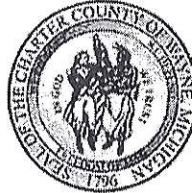
Nederveld, Inc.
3037 Miller Road
Ann Arbor, MI 48103
Phone: (734) 929-6963
Fax: (734) 785-4045

DATE: 02/28/2022



SHEET 3 Page 11

PERMIT OFFICE
33809 MICHIGAN AVE
WAYNE, MI 48184
PHONE (734) 858-2774
FAX (734) 595-6356



Permit No.
M23-0090
ISSUE DATE
4/7/2022 2:17:56PM
REVIEW NO.
R22-0050

72 HOURS BEFORE ANY
CONSTRUCTION CALL
Inspection Staff
(734) 858-2761
FOR INSPECTION

WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES

PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PROJECT NAME: Maintenance Permit for 21500165 Range USA - Southgate

LOCATION: 12780 Reeck Road CITY/TOWNSHIP: City of Southgate

PERMIT HOLDER:

City Of Southgate
14400 Dix Toledo Road
Southgate, MI 48195
Contact: Kevin Anderson

Work:
Work Ext:
Mobile:
Home:

DESCRIPTION OF PERMITTED ACTIVITY (72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

PERMIT TO MAINTAIN THE STORM WATER MANAGEMENT SYSTEM IN ACCORDANCE WITH THE DRAWING ATTACHED AS EXHIBIT "A", THE TERMS OF THE LONG-TERM MAINTENANCE PLAN ATTACHED AS EXHIBIT "B" AND THE WAYNE COUNTY STORM WATER ORDINANCE AND ADMINISTRATIVE RULES, A RESOLUTION FROM THE LOCAL MUNICIPALITY TO MAINTAIN THE PROPOSED STORM WATER MANAGEMENT SYSTEM AND ITS FACILITIES IS REQUIRED.

THE City of Southgate SHALL ASSUME JURISDICTION OVER AND ACCEPT RESPONSIBILITY FOR MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM(S) TO ENSURE THAT THE STORM WATER MANAGEMENT SYSTEM FUNCTIONS PROPERLY AS DESIGNED AND CONSTRUCTED. THE PERMIT HOLDER'S RESPONSIBILITIES UNDER THIS PERMIT SHALL INCLUDE, WITHOUT LIMITATIONS, (A) ANY MONITORING AND PREVENTIVE MAINTENANCE ACTIVITIES SET FORTH IN THE PLAN; (B) ANY AND ALL REMEDIAL ACTIONS NECESSARY TO REPAIR, MODIFY OR RECONSTRUCT THE SYSTEM AND (C) OTHER ACTIVITIES OR RESPONSIBILITIES FOR MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM AS MAY BE SET FORTH IN THE ORDINANCE, ADMINISTRATIVE RULES, THE PLAN OR THIS PERMIT.

THE City of Southgate SHALL PERFORM ALL MONITORING, MAINTENANCE, REMEDIAL AND OTHER RESPONSIBILITIES REQUIRED BY THE WAYNE COUNTY ORDINANCE, ADMINISTRATIVE RULES, THE PLAN AND THIS PERMIT, IN PERPETUITY AND AT ITS SOLE COST EXPENSE.

THE City of Southgate SHALL PREPARE, EXECUTE AND (IF NECESSARY) RECORD ANY AND ALL AGREEMENTS, CONTRACTS AND OTHER DOCUMENTS THAT MAY BE REQUIRED TO PERFORM ITS OBLIGATIONS HEREUNDER AND ENSURE MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM IN PERPETUITY.

IF WAYNE COUNTY FINDS IT NECESSARY TO ADJUST OR RELOCATE ALL OR ANY PORTION OF THE PERMITTED STORM WATER MANAGEMENT SYSTEM, THE PERMIT HOLDER SHALL CAUSE THIS ADJUSTMENT OR RELOCATION TO BE ACCOMPLISHED AT NO EXPENSE TO THE COUNTY. PRIOR TO ANY WORK BEING PERFORMED IN THE RIGHT-OF-WAY, A PERMIT SHALL BE SECURED FROM THE WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES PERMIT OFFICE.

APPROVED PLANS PREPARED BY
Applicant :

PLANS APPROVED BY
IMAD YOUSIF
DATE
12/11/2023

REQUIRED ATTACHMENTS

EXHIBIT A: MAP DEPICTING PHYSICAL LIMITS OF STORM WATER MGT SYSTEM
EXHIBIT B: LONG TERM MAINTENANCE PLAN
EXHIBIT C: BINDING AGREEMENT (COMMUNITY RESOLUTION)

(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

WAYNE COUNTY DEPARTMENT
OF PUBLIC SERVICES

Kevin Anderson
PERMIT HOLDER NAME / AUTHORIZED AGENT

DATE

PREPARED BY

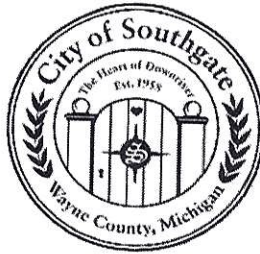
VALIDATED BY PERMIT COORDINATOR

DATE

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President

CHRISTIAN GRAZIANI

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

GREG KOWALSKY

September 28, 2023

To the Honorable
City Council
Southgate, Michigan 48195

Re: Approval of Change Order No. 001 2023 Lead Water Service Replacement Program

Ladies and Gentlemen:

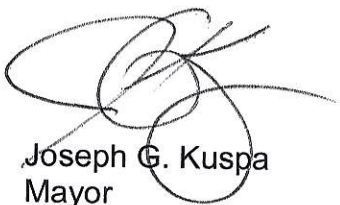
I have reviewed the above and concur with the City Engineer's recommendation to approve Change Order No. 1 in the amount of \$6,745.67 for the agreement with RVP Construction, Inc. for the 2023 Lead Water Service Replacement Program which was originally approved at your July 5, 2023 City Council meeting.

The change order reflects the additional work for three (3) lead water service replacements.

Funds for this change order are available in the Water/Sewer Fund.

Your favorable consideration of this matter is requested.

Sincerely,



Joseph G. Kuspa
Mayor

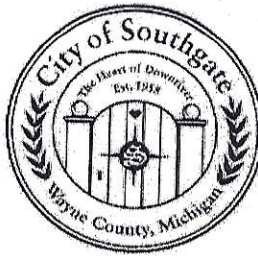
JGK/law

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JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President

CHRISTIAN GRAZIANI

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

GREG KOWALSKY

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Douglas Drysdale, Assistant City Administrator / Finance Director

DATE: January 29, 2024

RE: Recommendation to Approve Change Order No. 1 for 2023 Lead Water Service Replacement Program Agreement

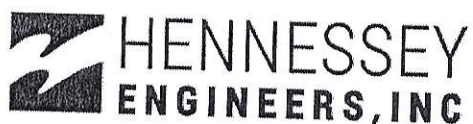
I have reviewed the above with the City Engineer and concur with his recommendation to approve Change Order No. 1 to the 2023 Lead Water Service Replacement Program agreement with RVP Construction, Inc. (South Rockwood MI) in the amount of \$6,745.67. This change order reflects additional work for three (3) lead water service replacements.

The agreement with RVP Construction was originally approved by city council at their July 5, 2023 meeting, through a competitive bid process.

Adequate funds are available in the Water / Sewer Fund.

Proposed Motion

Approve Change Order No. 1 to the 2023 Lead Water Service Replacement Program agreement with RVP Construction, Inc. for three (3) additional lead water service replacements, in the amount of \$6,745.67.



January 12, 2024

Mr. Doug Drysdale, Assistant City Administrator / Finance Director
City of Southgate
14400 Dix-Toledo Highway
Southgate, Michigan 48195

**Re: 2023 Lead Water Service Replacement Program
Change Order No. 001
City of Southgate
Hennessey Project No. 13139**

Dear Mr. Drysdale:

Please find attached change order 001 for the above referenced project. The referenced project was awarded to RVP Construction, Inc. through a competitive bidding process and approved by the City Council at their regularly scheduled meeting of July 5, 2023.

The City of Southgate Water Department received high lead count results for water service at 12923 Devoe St. and 12972 Kerr St. Also, a previously unknown lead water service at 13295 Drake St. was brought to the attention of the Water Department. RVP Construction, Inc. was directed to remove and replace these three (3) additional lead water services.

This change order is a balancing change order to close out this project.

We request that the attached change order be approved at the regular City Council meeting scheduled for February 7, 2024. If you have any questions, or if additional information is necessary, please do not hesitate to contact me.

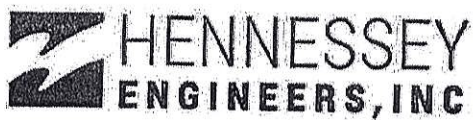
Very Truly Yours,

HENNESSEY ENGINEERS, INC

John M. Miller
Project / Construction Manager

cc: Dan Marsh, City Administrator, City of Southgate
Kevin Anderson, Director of Public Services, City of Southgate
Phil Ferro, Water System Supervisor, City of Southgate
John J. Hennessey, P.E., Vice President, Hennessey Engineers, Inc.
Robert Hoppes, President, RVP Construction, Inc.
Jim Wilson, RVP Construction, Inc.

File B.3



CHANGE ORDER

Recommendation No. 001 Date: January 12, 2024

Project: 2023 Lead Water Service Replacement Program

Project Number: 13139

Owner: City of Southgate

Contractor: RVP Construction, Inc.

1. Addition to the Scope of Work:

The City of Southgate Water Department received high lead count results for water service at the following addresses: 12923 Devoe St. and 12972 Kerr St. Also, the owner of 13295 Drake St. brought to the attention of the Water Department the presence of an existing lead water service line.

The City of Southgate Water Department directed RVP Construction, Inc. to proceed with the removal and replacement of lead water services at the aforementioned addresses.

This change order accounts for the additional requested work for the completion of the 2023 Lead Water Service Replacement Program.

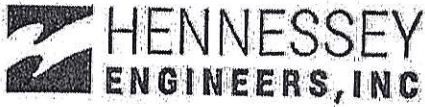
Increase Cost for Change in Project Scope: \$6,745.67

2. 10% Contingency:

A 10 percent contingency will not be required for this is a balancing change order to close out this project.

10% Contingency: \$0.00

Original Contract Price:	\$ 146,664.00
15% Contingency:	\$ 21,999.60
Change Order No. 1 Price Increase:	\$ 6,745.67
Revised Contract Price:	\$ 175,409.27



Changes Originated By Hennessey Engineers, Inc.:

Signature: John M. Miller

Title: Project / Construction Manager

Print Name: John M. Miller

Date: January 12, 2024

Accepted by: RVP Construction, Inc.

Signature: Jim Wilson

Title: FIELD MGR.

Print Name: Jim Wilson

Date: JAN. 16, 2024

Accepted by the City of Southgate:

Signature: _____

Title: _____

Print Name: _____

Date: _____

13500 Black Road Southgate, MI 48193 | Tel 734 750 1000 | Fax 734 292 0555 | info@hennessey-engineers.com

**Engineering
for Results**

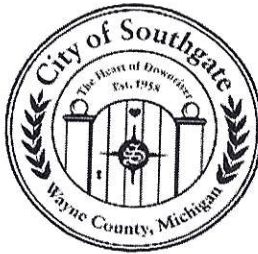
CITY OF SOUTHGATE - 2023 Lead Water Service Replacement Program PROJECT NO. 13139					RVP Construction, Inc. P.O. Box 143 South Rockwood, MI 48179		Bidigare Contractors 939 South Mill Street Plymouth, MI 48170	
Line Number	Description	Est Amount	Unit		Unit Price in Figures	Line Total	Unit Price in Figures	Line Total
1	Remove & Replace Lead Water Service, Long Service	6	EACH		\$9,550.00	\$57,300.00	\$11,000.00	\$66,000.00
2	Remove & Replace Lead Water Service, Short Service	8	EACH		\$8,600.00	\$68,800.00	\$8,500.00	\$68,000.00
3	Remove & Replace 4" Concrete Sidewalk	500	SFT		\$9.32	\$4,660.00	\$6.00	\$3,000.00
4	Remove & Replace 6" Concrete Sidewalk	100	SFT		\$10.00	\$1,000.00	\$7.00	\$700.00
5	Remove & Replace 6" Concrete Driveway Approach	50	SFT		\$70.00	\$3,500.00	\$7.00	\$350.00
6	Restoration	500	SYD		\$12.00	\$6,000.00	\$12.00	\$6,000.00
7	Traffic Maintenance & Control	1	LSUM		\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
8	Construction Observation	\$488.00	DAYS		8	\$3,904.00	12	\$5,856.00
				2023 LEAD WATER SERVICE TOTAL BID AMOUNT		\$146,664.00		\$150,906.00

* = Correction in bid calculations determined by HEI

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President

CHRISTIAN GRAZIANI

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

GREG KOWALSKY

January 31, 2024

To the Honorable
City Council
Southgate, Michigan 48195

Re: Recommendation to Approve Bid Extension for Cross Connection Control
Program (**Waiver of Bid**)

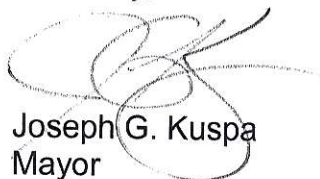
Ladies and Gentlemen:

I have reviewed the above and concur with the Director of Public Service's recommendation to waive the bidding process and approve the bid extension with HydroCorp, Troy, Michigan, for the Cross Connection Control Program, in an amount of \$34,446.00 for a two-year period commencing February 1, 2024.

Your concurrence on this matter would be greatly appreciated.

Funds are available in Water/Sewer fund.

Sincerely,



Joseph G. Kuspa
Mayor

JGK/law

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President

CHRISTIAN GRAZIANI

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

GREG KOWALSKY

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Douglas Drysdale, Assistant City Administrator / Finance Director
DATE: February 1, 2024 *DWD*
RE: Recommendation to Approve Bid Extension for Cross Connection Control Program **(WAIVER OF BID)**

I have reviewed the above item with the Director of Public Services and concur with his recommendation to waive the bidding process and approve the bid extension for the Cross Connection Control Program with HydroCorp (Troy MI) for a two-year period, commencing on February 1, 2024, in the annual amount of \$34,446.00.

The annual amount for 2023 was \$29,868.00; costs have increased due to inflation, insurance, labor rates, and material & supply costs.

Adequate funds are available in the Water / Sewer Fund for this program.

Proposed Motion

Waive the bidding process and approve the bid extension for the Cross Connection Control Program with HydroCorp Inc. for a two-year period commencing February 1, 2024 in the annual amount of \$34,446.00.

From the Desk of:
Kevin Anderson
Director, D.P.S.
January 18, 2024

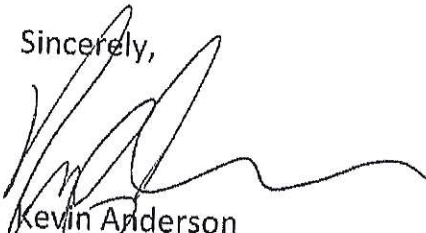
To: Doug Drysdale
Finance Director

Re: Bid Extension Recommendation for Cross Connection Control Program

I respectfully request to extend the bid for the Cross Connection Control Program to **HydroCorp, 5700 Crooks Rd., Ste. 100, Troy, MI 48098**. They are our current contractor and have provided excellent service to the City. Over the past 12 years, they have acquired and maintain a large amount of records for the City. Therefore, I believe it would be in the best interest of the City to extend this contract for \$34,446.00 per year for two years.

If you have any questions, please contact me.

Sincerely,



Kevin Anderson
Director, DPS

Enclosure

KA/sb

PROPOSAL

DEVELOPED FOR
PHIL FERRO
CITY OF SOUTHGATE

14719 SCHAFER COURT
SOUTHGATE, MI 48195

November 9, 2023

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.

HYDROCORP

THE SAFE WATER AUTHORITY

CROSS-CONNECTION
CONTROL / BACKFLOW
PREVENTION

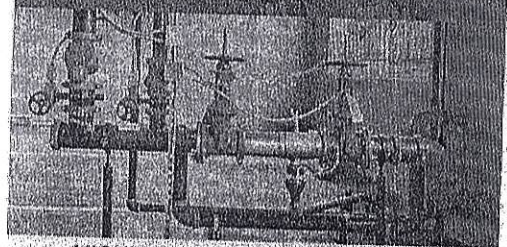
WATER SYSTEM
SURVEYS / AUDITS

PIPE SYSTEM MAPPING
AND LABELING

WATER SAMPLING
AND ANALYSIS / RISK
ASSESSMENTS

PROGRAM
AND PROJECT
MANAGEMENT

COMPLIANCE
ASSISTANCE /
DOCUMENTATION



MICHIGAN CORPORATE OFFICE

5700 Crooks Road, Suite 100

Troy, MI 48068

800.690.6651 TOLL FREE

248.250.5000 PHONE

248.786.1788 FAX GENERAL

info@hydrocorpinc.com EMAIL



SCOPE OF WORK3

PROFESSIONAL SERVICE AGREEMENT..... 4-10

QUALIFICATIONS 11



SCOPE OF WORK

Based on our conversations, HydroCorp™ will provide the following services to the City of Southgate. This project is a continued effort for an ongoing Cross-Connection Control Program and will assist the City in its effort to gain compliance with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the City and HydroCorp, you may expect completion of the following elements within a two (2) year period. The components of the project include:

1. Annually, perform a minimum of **150** initial inspections, compliance inspections, and re-inspections at individual residential properties located within the City served by the public water supply for cross-connections. Inspections will be conducted of the property's exterior only.
2. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.
3. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results and general customer service and program education inquiries.
4. Generate and document the required program data for the facilities using the HydroCorp Software Data Management Program.
5. Submit comprehensive management reports on a quarterly basis.
6. Conduct an annual review meeting to discuss overall program status and recommendations.
7. Provide up to four- (4) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance at the time of inspection.
8. Prepare the annual State of Michigan EGLE Water Bureau Cross Connection Report.
9. Assist the City with a community-wide public relations program including general awareness brochures and customized website cross-connection control program overview content and resources.
10. Provide ongoing support via phone, fax, internet, text or email.

The above services will be provided for:

Monthly Amount: \$ 628.50

Annual Amount: \$ 7,542.00

Contract Total: \$ 15,084.00

The contract amount is based on a 24-month period. HydroCorp will invoice in 24 equal amounts of \$ 628.50.

PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this INSERT DATE by and between the City of Southgate, organized and existing under the laws of the State of Michigan, referred to as "Utility," and HydroCorp™, a Michigan Corporation, referred to as "HydroCorp".

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners and desires to enter into a professional services contract for cross-connection control program inspection, reporting, and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross-connection control program management to the Utility, and the Utility desires to engage HydroCorp to act as its independent contractor in its cross-connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Michigan and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users' facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include: the inspections/surveys, program administration, answering telephone call inquiries, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross-connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Services"). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

2.1 PROGRAM REVIEW/PROGRAM START-UP MEETING. HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.



- Establish facility inspection schedule.
- Review/establish procedures and protocol for addressing specific hazards.
- Review/establish high-hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.

2.2 INSPECTIONS. HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual residential properties within the utility served by the public water supply for cross-connections. Inspections will be conducted of the property's exterior only. HydroCorp field staff will not enter private residences.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross-connections. The degree of hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of the facility (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (five-year to ten-year re-inspection cycle, as agreed to by the parties).

2.3 INSPECTION SCHEDULE. HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility's designated contact person. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

2.4 PROGRAM DATA. HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain the property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections.
- Notify users of inspections, backflow device installation, and testing requirements if applicable.
- Monitor inspection compliance using the HydroCorp online software management program.
- Maintain a program to comply with all EGLE regulations.

2.5 MANAGEMENT REPORTS. HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location, and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE. HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
- Penalties for noncompliance.



- 2.7 **VACUUM BREAKERS.** HydroCorp will provide up to four (4) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- 2.8 **PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross-connection control program content.
- 2.9 **SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website, or email for the contract period.
- 2.10 **FACILITY TYPES.** The facility types included in the program are as follows:
- Residential
- 2.11 **INSPECTION TERMS.** HydroCorp will perform a minimum of 300 inspections over a two-year contract period. The total inspections include all initial inspections, compliance, and re-inspections. *Vacant facilities that have been provided to HydroCorp, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*
- 2.12 **COMPLIANCE WITH DEPARTMENT OF ENVIRONMENT, GREAT LAKES AND ENERGY (EGLE).** HydroCorp will assist in compliance with EGLE, Michigan Plumbing Code, and Michigan Residential Code cross-connection control program requirements for all single and multi-family properties.
- 2.13 **POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of the Utility.
- 2.14 **INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number if applicable.
- 2.15 **DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 **ANNUAL YEAR-END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss the overall program status and specific program recommendations.
- 2.17 **CROSS-CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately 300 cross-connection control educational brochures for the duration of the Agreement.
- 2.18 **INSURANCE.** HydroCorp will provide all required copies of general liability, workers' compensation, and errors and omissions insurance naming the Utility as an additional insured if required.



ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.
- 3.4 FACILITY LISTING.** The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). *Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.*
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high quality image format for printing.)

ARTICLE IV. Term, Compensation and Changes in Scope of Services

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on February 1, 2024, and end two- (2) years from such date unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of this two-year agreement, unless either party provides written notice of termination not less than 60 days prior to the expiration of the initial term (or any such renewal term) this agreement will automatically renew in (1) year term increments. Inflationary adjustments to each renewal term will be equal to the annual Consumer Price Index as measured in the Utilities local/regional area at the time of renewal or 4% whichever is greater.
- 4.3 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.4 BASE COMPENSATION.** The Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, **\$628.50 per month, \$7,542.00 annually, for a two-year contract total of \$15,084.00.** Completed inspections shall consist of all initial inspections, re-inspections, and compliance inspections as defined in section 2.2.

- 4.5 **PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.
- 4.6 **CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.7 **CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Michigan Freedom of Information Act. HydroCorp agrees to make available for inspection and copying all records in its possession created, produced, collected, or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Freedom of Information Act and compliance regarding records related to this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Freedom of Information Act.
- 4.8 **ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 **CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

ARTICLE V. Risk Management and General Provisions

- 5.1 **INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- 5.2 **LIMITATION OF LIABILITY.** HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.



5.3 HYDROCORP INSURANCE. HydroCorp currently maintains the following insurance coverage's and limits:

	<u>Occurrence</u>	<u>Aggregate</u>
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

5.4 UTILITY INSURANCE. The Utility will maintain liability insurance on an all-risk basis and including extended coverage for matters set forth in this Agreement.

5.5 RELATIONSHIP. The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

5.6 ENTIRE AGREEMENT AMENDMENTS. This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS. The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.

5.8 WAIVER. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

5.9 ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.

5.10 FORCE MAJEURE. A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

5.11 AUTHORITY TO CONTRACT. Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.

5.12 GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any dispute between the parties, with both parties' consent, may be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, Any



arbitration award or determination shall be final and binding and any court of competent jurisdiction may enter a judgment on such award which shall be enforceable in the same manner as any other judgment of the such court. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.

5.13 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.14 NOTICES. All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

HydroCorp
c/o Mark Martin
5700 Crooks Road, Ste. 100
Troy, MI 48337
(248) 250-5005

If to Utility:

City of Southgate
c/o Phil Ferro
14719 Schafer Court
Southgate, MI 48195
(734) 216-5486

5.15 SEVERABILITY. Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

City of Southgate

By: Phil Ferro
Title: Water Systems Supervisor

HydroCorp



By: Paul M. Patterson
Its: Senior Vice President



Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 70,000 Cross Connection Control Inspections *annually*.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
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- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
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- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.



PROPOSAL

DEVELOPED FOR
PHIL FERRO
CITY OF SOUTHGATE

14719 SCHAFER COURT
SOUTHGATE, MI 48195

November 7, 2023

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.

HYDROCORP

THE SAFE WATER AUTHORITY

CROSS-CONNECTION
CONTROL / BACKFLOW
PREVENTION

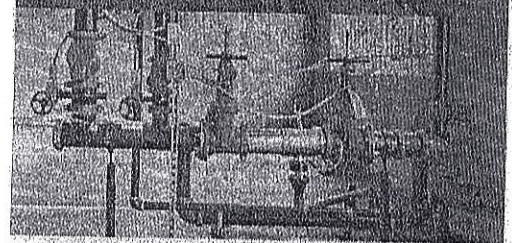
WATER SYSTEM
SURVEYS / AUDITS

PIPE SYSTEM MAPPING
AND LABELING

WATER SAMPLING
AND ANALYSIS / RISK
ASSESSMENTS

PROGRAM
AND PROJECT
MANAGEMENT

COMPLIANCE
ASSISTANCE /
DOCUMENTATION



MICHIGAN CORPORATE OFFICE

5700 Crooks Road, Suite 100

Troy, MI 48068

800.690.6651 TOLL FREE

248.250.5000 PHONE

248.786.1788 FAX GENERAL

info@hydrocorpinc.com EMAIL

SCOPE OF WORK.....3

PROFESSIONAL SERVICE AGREEMENT.....4-10

QUALIFICATIONS.....11

SCOPE OF WORK

Based on our conversations, HydroCorp™ will provide the following services to the City of Southgate. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the City and HydroCorp, you may expect completion of the following elements within a two (2) year period. The components of the project include:

1. Annually, perform a minimum of **220** initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities, and miscellaneous water users within the City served by the public water supply for cross-connections. Inspections will be conducted in accordance with the EGLE Water Bureau Cross Connection Control regulations.
2. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.
3. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results, and general customer service and program education inquiries.
4. Generate and document the required program data for the facilities using the HydroCorp Software Data Management Program.
5. Submit comprehensive management reports on a quarterly basis.
6. Conduct an annual review meeting to discuss the overall program status and recommendations.
7. Provide up to six- (6) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers (i.e., combination) per facility as required in order to place a facility into immediate compliance at the time of inspection.
8. Prepare the annual State of Michigan EGLE Water Bureau Cross Connection Report.
9. Assist the City with a community-wide public relations program, including general awareness brochures and customized website cross-connection control program overview content and resources.
10. Provide ongoing support via phone, fax, internet, text or email.

The above services will be provided for:

Monthly Amount: \$ 2,242.00	Annual Amount: \$ 26,904.00	Contract Total: \$ 53,808.00
------------------------------------	------------------------------------	-------------------------------------

The contract amount is based on a 24-month period. HydroCorp will invoice in 24 equal amounts of \$ 2,242.00.

PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this INSERT DATE by and between the City of Southgate, organized and existing under the laws of the State of Michigan, referred to as "Utility," and HydroCorp™ a Michigan Corporation, referred to as "HydroCorp".

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross-connection control program inspection, reporting, and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross-connection control program management to the Utility, and the Utility desires to engage HydroCorp to act as its independent contractor in its cross-connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Michigan and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users' facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquiries, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Services"). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

2.1 PROGRAM REVIEW/PROGRAM START UP MEETING. HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.

- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish high-hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.

2.2 INSPECTIONS. HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Department of Environment, Great Lakes and Energy Cross Connection Control Rules.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross-connections. The degree of hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (one or five year re-inspection cycle, as agreed to by the parties).

2.3 INSPECTION SCHEDULE. HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility's designated contact person. The initial check in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

2.4 PROGRAM DATA. HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections.
- Notify users of inspections, backflow device installation and testing requirements if applicable.
- Monitor inspection compliance using the HydroCorp online software management program.
- Maintain the program to comply with all EGLE regulations.

2.5 MANAGEMENT REPORTS. HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location, and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE. HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures, and reference standards.
- Penalties for noncompliance.



- 2.7 **VACUUM BREAKERS.** HydroCorp will provide up to six (6) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- 2.8 **PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program, including general awareness brochures and website cross-connection control program content.
- 2.9 **SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website, or email for the contract period.
- 2.10 **FACILITY TYPES.** The facility types included in the program are as follows:
- Industrial
 - Institutional
 - Commercial
 - Miscellaneous Water users
 - Multifamily
- Complex Facilities. Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross-connection control survey (at the business owner's expense) may be required at these larger/complex facilities, and the results submitted to the Utility to help verify program compliance.
- 2.11 **INSPECTION TERMS.** HydroCorp will perform a minimum of **440** inspections over a two-year contract period. The total inspections include all initial inspections, compliance, and re-inspections. *Vacant facilities that have been provided to HydroCorp, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*
- 2.12 **COMPLIANCE WITH DEPARTMENT OF ENVIRONMENT, GREAT LAKES AND ENERGY (EGLE).** HydroCorp will assist in compliance with EGLE and Michigan Plumbing Code cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.
- 2.13 **POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of the Utility.
- 2.14 **INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number if applicable.
- 2.15 **DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 **ANNUAL YEAR-END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss the overall program status and specific program recommendations.
- 2.17 **CROSS-CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately 992 cross-connection control educational brochures for the duration of the Agreement.
- 2.18 **INSURANCE.** HydroCorp will provide all required copies of general liability, workers' compensation, and errors and omissions insurance naming the Utility as an additional insured if required.



ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.
- 3.4 FACILITY LISTING.** The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). *Electronic file format, such as Microsoft Excel, etc., is required. An additional one-time fee to manually enter the facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact, and corrected addresses will be requested.*
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300-dpi in either .eps, or other high-quality image format for printing.)

ARTICLE IV. Term, Compensation, and Changes in Scope of Services

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on February 1, 2024, and end two- (2) years from such date unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of this two-year agreement, unless either party provides written notice of termination not less than 60 days prior to the expiration of the initial term (or any such renewal term) this agreement will automatically renew in (1) year term increments. Inflationary adjustments to each renewal term will be equal to the annual Consumer Price Index as measured in the Utilities local/regional area at the time of renewal or 4% whichever is greater.
- 4.3 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.4 BASE COMPENSATION.** The Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, **\$2,242.00 per month, \$26,904.00 annually, for a two-year contract total of \$53,808.00.** Completed inspections shall consist of all initial inspections, re-inspections, and compliance inspections as defined in section 2.2.



- 4.5 **PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.
- 4.6 **CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.7 **CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Michigan Freedom of Information Act. HydroCorp agrees to make available for inspection and copying all records in its possession created, produced, collected, or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Freedom of Information Act and compliance regarding records related to this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Freedom of Information Act.
- 4.8 **ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 **CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

ARTICLE V. Risk Management and General Provisions

- 5.1 **INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- 5.2 **LIMITATION OF LIABILITY.** HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.

5.3 HYDROCORP INSURANCE. HydroCorp currently maintains the following insurance coverage's and limits:

	<u>Occurrence</u>	<u>Aggregate</u>
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

- 5.4 UTILITY INSURANCE.** The Utility will maintain liability insurance on an all-risk basis and including extended coverage for matters set forth in this Agreement.
- 5.5 RELATIONSHIP.** The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.
- 5.6 ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.
- 5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS.** The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.
- 5.8 WAIVER.** The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.
- 5.9 ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.
- 5.10 FORCE MAJEURE.** A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.
- 5.11 AUTHORITY TO CONTRACT.** Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.
- 5.12 GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any dispute between the parties, with both parties' consent, may

be settled by arbitration in accordance with the applicable rules of the American Arbitration Association. Any arbitration award or determination shall be final and binding and any court of competent jurisdiction may enter a judgment on such award which shall be enforceable in the same manner as any other judgment of the such court. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.

5.13 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.14 NOTICES. All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

HydroCorp
c/o Mark Martin
5700 Crooks Road, Ste. 100
Troy, MI 48337
(248) 250-5005

If to Utility:

City of Southgate
c/o Phil Ferro
14719 Schafer Court
Southgate, MI 48195
(734) 216-5486

5.15 SEVERABILITY. Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

City of Southgate

By: Phil Ferro
Title: Water Systems Supervisor

HydroCorp



By: Paul M. Patterson

Its: Senior Vice President

Appendix

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JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President

CHRISTIAN GRAZIANI

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

GREG KOWALSKY

January 30, 2024

To the Honorable
City Council
Southgate, Michigan 48195

Re: Recommendation to Approve Extension of Agreement for 2024 Lead Water
Services Replacement Program **(Waiver of Bid)**

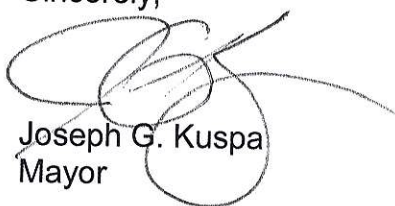
Ladies and Gentlemen:

I have reviewed the above and concur with the City Engineers recommendation to waive the bid procedure and approve the contract extension with RVP Construction, Inc. The agreement for the 2024 Lead Water Service Replacement was originally approved at the July 5, 2023 City Council Meeting through the bid process. Rates under the extension will not increase.

Your concurrence on this matter would be greatly appreciated.

Funds are available in the Water/Sewer Fund.

Sincerely,


Joseph G. Kuspa
Mayor

JGK/law

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President

CHRISTIAN GRAZIANI

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

GREG KOWALSKY

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Douglas Drysdale, Assistant City Administrator / Finance Director

DATE: January 29, 2024

RE: Recommendation to Approve Extension of Agreement for 2024 Lead Water Services Replacement Program (**WAIVER OF BID**)

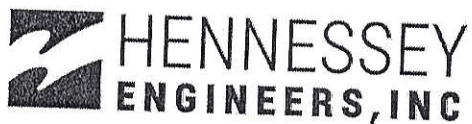
I have reviewed the above with the City Engineer and concur with his recommendation to waive the bidding process and approve a contract extension with RVP Construction, Inc. (South Rockwood MI) for the 2024 Lead Water Service Replacement Program agreement.

The agreement with RVP Construction was originally approved by city council at their July 5, 2023 meeting, through a competitive bid process. Rates under the extension will not increase.

Adequate funds are available in the Water / Sewer Fund.

Proposed Motion

Waive the bid process and approve extension for the 2024 Lead Water Service Replacement Program with RVP Construction, Inc.



January 12, 2024

Mr. Dan Marsh, City Administrator
City of Southgate
14400 Dix-Toledo Highway
Southgate, Michigan 48195

**Re: 2024 Lead Water Service Replacement Program
Request for Contract Extension to RVP Construction, Inc.
City of Southgate
Hennessey Project No. 13139.24**

Dear Mr. Marsh:

Enclosed is a copy of the January 11, 2024 letter our office received from RVP Construction, Inc. (RVP) regarding an extension of their current 2023 contract for the Lead Water Service Replacement Program for the 2024 construction season. RVP is not requesting an increase in any of their unit prices.

RVP was awarded the 2023 Lead Water Service Replacement Program and performed very well for the City and I have no reason not to recommend them for this work. The bid received by RVP in 2023 were very reasonable and I would expect to see higher bid prices if this project were to be formally bid out for the upcoming construction season. I have enclosed RVP's 2023 unit prices for your review.

Therefore, I recommend that City Council grant the extension for the 2024 Lead Water Service Replacement Program, to RVP Construction, Inc. The amount of work to be performed for the 2024 program will be determined from the approved budget. If the City Council grants the extension, an appropriate change order will be prepared after completion of the work.

If you have any questions or need additional information, please do not hesitate to contact me.

Very Truly Yours,

HENNESSEY ENGINEERS, INC

John M. Miller
Project / Construction Manager

Enclosure

cc: Doug Drysdale, Assistant City Administrator / Finance Director, City of Southgate
Kevin Anderson, Department of Public Services Director, City of Southgate
Phi Ferro, Water & Sewer Superintendent, City of Southgate
John J. Hennessey, P.E., Vice-President, Hennessey Engineers, Inc.
Robert Hoppes, President, RVP Construction, Inc.
Jim Wilson, RVP Construction, Inc.

File B.3

Hennessey Engineers
John M. Miller
Construction Manager - Detroit / Southgate

2024 Lead Water Service Replacement Program

John,

RVP Construction, Inc. would like to Thank the City of Southgate and Hennessey Engineering for the opportunity to work on your 2023 Lead Water Service Replacement Program on Kerr St.

RVP would like to extend the contract for the 2024 construction season. RVP will hold our unit pricing from 2023.

If you have any questions, concerns or additional information is needed, please don't hesitate to contact me.



Rob Hoppes - President
RVP Construction, Inc.
PO Box 143
S. Rockwood, MI. 48179
734 - 915 - 0664

CITY OF SOUTHGATE - 2023 Lead Water Service Replacement Program PROJECT NO. 13139					RVP Construction, Inc. P.O. Box 143 South Rockwood, MI 48179		Bidigare Contractors 939 South Mill Street Plymouth, MI 48170	
Line Number	Description	Est Amount	Unit	Unit Price in Figures	Line Total	Unit Price in Figures	Line Total	
1	Remove & Replace Lead Water Service, Long Service	6	EACH	\$9,550.00	\$57,300.00	\$11,000.00	\$66,000.00	
2	Remove & Replace Lead Water Service, Short Service	8	EACH	\$8,600.00	\$68,800.00	\$8,500.00	\$68,000.00	
3	Remove & Replace 4" Concrete Sidewalk	500	SFT	\$9.32	\$4,660.00	\$6.00	\$3,000.00	
4	Remove & Replace 6" Concrete Sidewalk	100	SFT	\$10.00	\$1,000.00	\$7.00	\$700.00	
5	Remove & Replace 6" Concrete Driveway Approach	50	SFT	\$70.00	\$3,500.00	\$7.00	\$350.00	
6	Restoration	500	SYD	\$12.00	\$6,000.00	\$12.00	\$6,000.00	
7	Traffic Maintenance & Control	1	LSUM	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	
8	Construction Observation	\$488.00	DAYS	8	\$3,904.00	12	\$5,856.00	
					\$146,664.00		\$150,906.00	
2023 LEAD WATER SERVICE TOTAL BID AMOUNT								

* = Correction in bid calculations determined by HEI