City of Troy

CITY COUNCIL AGENDA ITEM

Date: April 14, 2011

To: Troy City Council Members

From: Lori Grigg Bluhm, City Attorney LGB
Susan M. Lancaster, Assistant City Attorney

Subject: T.R. Pieprzak Company v City of Troy

Plaintiff T.R. Pieprzak Company has filed the attached complaint against the City, seeking to recoup money over and above its bid for the Section 9 Water Main Replacement Project, which was awarded in October 2008. According to the complaint, the City owes Pieprzak additional money for "extras" that were incurred through the construction of the project. The parties were unsuccessful in the pre-litigation attempts to resolve this matter. Pieprzak is now seeking approximately $950,000 in additional compensation, plus costs, interests, and attorney fees.

There is a motion for partial summary disposition scheduled for May 11, 2011. The proposed resolution authorizes our office to represent the City's interests in this matter. Please let us know if you have any questions concerning this matter.

Proposed Resolution:

RESOLVED, that the City Attorney's Office is hereby DIRECTED to defend the City of Troy in the *T.R. Pieprzak Company, Inc. v. City of Troy* lawsuit, and is AUTHORIZED to pay reasonable and necessary costs and fees in the defense of the action.

OAKLAND COUNTY 11-118046-CK
JUDGE RUDY J. NICHOLS
T R PIEPRZAK v TROY CITY

STATE OF MICHIGAN
IN THE CIRCUIT COURT OF OAKLAND COU

T. R. PIEPRZAK COMPANY, INC.
A Michigan Corporation,

Plaintiff,

Case No. 11- -CK
Honorable.

v.

CITY OF TROY,

Defendant.

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COMPLAINT

THERE IS NO OTHER PENDING OR RESOLVED CIVIL ACTION ARISING OUT OF THIS TRANSACTION OR OCCURRENCE ALLEGED IN THIS COMPLAINT.

Plaintiff, T.R. Pieprzak Company, Inc., by and through counsel, alleges as follows for its Complaint against Defendant, City of Troy:

PARTIES, JURISDICTION, AND VENUE

1. T.R. Pieprzak Company, Inc. is a Michigan corporation with its principal place of business in China Township, Michigan.

2. City of Troy is a City in the County of Oakland, Michigan.

3. This Court has subject matter jurisdiction under MCL § 600.605 as the amount in controversy exceeds $25,000.00 and exclusive jurisdiction has not been given to any other court.

4. Venue is proper in this Court under MCL § 600.1615 as City of Troy is a governmental unit that exercises its governmental authority in Oakland County, Michigan.

FACTUAL BACKGROUND

BIDDING & PROPOSAL

5. This dispute arises from a construction project in which the City of Troy (the "City") was the Project Owner and T.R. Pieprzak Company, Inc. ("Pieprzak") was a Prime Contractor.

6. The contract in question was for the project known as City of Troy Section 9 Water Main Replacement Project (the "Project").

7. The City's Engineering Department prepared the plans and specifications for the Project, calling for a water main replacement along the west side of Livernois Street between Long Lake and Square Lake Roads, and a parallel storm sewer at a slightly higher elevation along the edge of the roadway. The plans and specifications are too voluminous to attach to this Complaint but both parties are in possession of these documents, which are incorporated into this Complaint by express reference and operation of MCR 2.113(F)(1)(b) and MCR 2.113(F)(2).

8. The planned sequence of work required the contractor to install a water main beneath the street, after which the City's Water Department was to tap into the new main and install laterals or services out to the property line along the street where the City would connect the leads to the curb stops, thereby connecting the homeowners to the new water main.

9. Following the City's completion of the work described in the preceding paragraph, the contractor was to install a new storm sewer parallel to the water main, but located along the pavement edge.

10. The plans prepared by the City showed the taps into the water main at approximately mid-line on the pipe wall, and running sufficiently below the new storm sewer that the contractor was to subsequently install so as to not interfere or conflict with the open-cut installation of the higher-elevation storm sewer.

11. The City was aware of the elevation of the new main pipelines, as well as the spatial relationship between the water services and the storm sewer. By undertaking to install the water services itself (presumably to save money), the City assumed the contractual duty to coordinate the work of its crews with the prime contractor and to ensure the Water Department's preceding work did not interfere with the contractor's subsequent work installing the storm sewer.

12. The Base Bid proposal for the contract included Item Number 3, titled "Exploratory Excavation (If Necessary)." This provision did not define what "If Necessary" was to mean, nor was "If Necessary" defined anywhere else in the contract documents.

13. The original addendum section pertaining to the Exploratory Excavation stated the following:

> This item of work shall include the time, personnel, and equipment necessary to excavate, prove, research, etc. areas within the proposed water main and/or drain locations to investigate existing utility locations (i.e. storm sewer, gas, etc.) in order to resolve potential utility crossing conflicts.
>
> . . .
>
> The pay item "Exploratory Excavation (If Necessary)" shall be paid for each (EA) and shall include all labor, equipment, and materials necessary to complete the work in accordance with the above specification.

Exhibit A, Addendum #1, p. 3.

14. Pieprzak proposed a Bid that included anticipated crew costs for any hand digging that may be necessary to locate underground facilities per the Protection of Underground Facilities Act, MCL 460.701 *et seq*, also known as the "Miss Dig Act"; that is, Pieprzak

reasonably understood the phrase "If Necessary" in Bid Item Number 3 "Exploratory Excavation (If Necessary)" meant that the unit price would apply to exploratory excavations where required to locate and protect existing utility mains and services in the manner required under the Miss Dig Act. **Exhibit B, Proposal.**

15. Pieprzak was the lowest responsive and responsible bidder on the Project.

16. On October 7, 2008, the City notified Pieprzak that it was awarded Contract 08-2 (the "Contract"). **Exhibit C, Notice of Award.**

DISPUTES UNDER THE CONTRACT

17. On or about November 4, 2008, the City held a Preconstruction Meeting. This meeting was between the City, its engineers, Consumers Energy, and Pieprzak's Project Manager, Mike Babel.

18. During the Preconstruction Meeting, Mr. Babel explained that Pieprzak intended to record the instances where "Miss Dig" markings indicated hand digging was necessary to locate and to protect existing utilities and services within the influence of the proposed new utility pipeline. Mr. Babel further explained that daily reconciliation with the inspector would assist in billing under Item Number 3.

19. The City, however, responded that such was not its intent when it included "If Necessary" in Pay Item Number 3. Rather, the City posited that "If Necessary" meant "as directed by the City."

20. Mr. Babel replied that he disagreed but did not have a contract book with him at the meeting. He stated he would return to the office and discuss the issue with the principals at Pieprzak, and would respond in writing. Mr. Babel requested that the Minutes reflect that the parties had discussed the issue but that it was still open at the conclusion of the meeting.

21. When Pieprzak received the Minutes of this meeting, the Minutes were silent regarding any discussion on Pay Item Number 3 "Exploratory Excavation." **Exhibit D, Pre-Construction Meeting Minutes Addendum.**

22. Accordingly, Pieprzak sent the City a letter, dated November 17, 2008, to correct and to supplement the meeting minutes, and to address the company's position regarding the "if necessary" language contained in Pay Item Number 3. In this letter, Pieprzak noted that during the meeting there was a discussion on the "Exploratory Excavation" and that Pieprzak had announced its "plans to use this pay item to locate utilities as [it] determine[d] necessary and that [it] would check the contract book to clarify the city's interpretation." Pieprzak noted that this discussion should have been reflected in the Minutes of the meeting. **Exhibit E, November 17, 2008 Letter from Pieprzak to City.**

23. Pieprzak further made clear its position that the Contract contained a pay item for any exploratory excavation to find utilities, not merely "certain" utilities that the City called for. Furthermore, Pieprzak put the City on notice that while the Contract estimated only three such instances of exploratory excavation, "it appears there will be significantly more." *Id.*

24. The City responded to Pieprzak in its own letter dated November 18, 2008, wherein the City clarified its position as to the meaning of the "Exploratory Excavation" line item. The City maintained that "this pay item was never intended to be used for sanitary services as demonstrated by the fact that there are only three (3) bid quantities for this work noted in the proposal." The City stressed that "[i]t is important to point out that this pay item, as written in the specifications, is to be used 'If Necessary.' This means at locations pre-determined by the Engineer." **Exhibit F, November 18, 2008 Letter from City to Pieprzak.**

25. On November 21, 2008, Pieprzak wrote the City once again to state that it "disagrees with the owners' interpretation of the pay items and the contract documents." Quoting the definition noted above in the block quotation taken from the Contract Addendum 1, Pieprzak noted that this definition was much broader than the City's interpretation. Based on the Addendum explanation, Pieprzak informed the City that it "plans to use the Exploratory Excavation pay item to locate and resolve potential utility crossing conflicts as the contract states. Let this letter serve as notice that the owner and the contractor shall keep track of the Exploratory Excavation units as they are completed so there is not a discrepancy when the project is completed." **Exhibit G, November 21, 2008 Letter from Pieprzak to City.**

26. Based on the above correspondence, the City threatened to terminate the Contract for convenience unless Pieprzak agreed to execute a contract modification adopting the City's interpretation of its specifications.

27. In discussions about the "exploratory excavation," the City explained that it had invested a lot of money and time working with the gas company to ensure the absence of any conflicts with the new watermain and storm sewer to be installed. The City explained that it worked closely with the gas company to have a new gas main and services installed that would not interfere with the utilities Pieprzak was to install. It elaborated that it had a full time inspector working with the gas company's crew to oversee the installation of the gas main and services at elevations that would not interfere with the watermain and storm sewer locations. The City assured Pieprzak that there would be minimal if any interference from existing utilities while performing its work. The City also acknowledged that because it was installing the water services, it had control over their location, and reassured Pieprzak that it would not have to look for any conflicts with those services.

28. Based upon these assurances and faced with losing the Contract that it had already started performing during a time of particular hardship when public work projects were scarce, Pieprzak reluctantly agreed, and the parties executed a Contract Modification on December 4, 2008. This modification states that "Contract Item #3, Exploratory Excavation (If Necessary) . . . is hereby eliminated." **Exhibit H, Contract Modification.**

29. That section of the Contract was modified as follows:

> All costs associated with verifying the location and elevation of all existing underground house services, including but not limited to gas, water and sanitary services shall be considered included with the water main and/or edge drain construction. **Excavation to verify the alignment and elevation of existing underground utilities, excluding house services, shall be conducted at locations denoted on the plans or as directed by the Engineer prior to water main and/or edge drain construction. Payments for this work shall be made on a time and material basis.** Labor rates for personnel anticipated to be involved with this work and rates for anticipated equipment shall be submitted to the Engineer and approved prior to conducting this work on time and materials.

Id. (emphasis added).

30. Thus, excavation for existing house services would be included in the contract price. Exploratory Excavation for other utilities (including new services), would be paid on a time and material basis.

31. After work began, Pieprzak began to run into serious obstacles and interferences to completing its work, including interferences from work performed by the City's own crews.

32. On March 5, 2009, Pieprzak wrote the City to advise that "it was stated by the City that the gas main, gas services and water services were going to be below the proposed storm and would not need to be located. We [Pieprzak] are finding that the gas and water services are in conflict with the proposed storm and the services have to be lowered." **Exhibit I, March 5, 2009 Letter from Pieprzak to City.**

33. Pieprzak further stated that "[a]t the time of the bid the City knew that this gas main would have to be removed during our operations and failed to inform [Pieprzak] or any of the other bidders." Due to this, Pieprzak "will expect to be paid for our additional costs associated with this additional work." *Id.*

34. One week later, on March 12, the City formally responded to Pieprzak's March 5th letter. The City denied that they ever stated that the gas and water services would be below the proposed storm sewer; rather, the City claimed that it stated that those gas and water services "should" be below the proposed storm sewer, but that there were no assurances. **Exhibit J, March 12, 2009 Letter from City to Pieprzak.**

35. The City then relied upon the Contract Modification, quoted above in Paragraph 29, that held that "All costs associated with verifying the location and elevation of all existing . . . gas, water . . . services shall be considered included with the water main and/or edge drain construction . . . ." *Id.*

36. Relying upon this quoted language, the City stated that Pieprzak's "request for additional compensation and time extension for work is denied." *Id.*

37. On March 18, Pieprzak responded to "disagree[] with the City's position on the differing site conditions and the constructive changes that have been imposed on [its] operations due to the City's actions." Pieprzak explained it was told that the new utilities and services would be installed deep enough to avoid conflicts with Pieprzak's operations and that no hand excavating would be necessary. That representation was consistent with the Contract drawings. Pieprzak stated its belief that a pay item for removal of the gas main by the linear foot should be added to the Contract. **Exhibit K, March 18, 2009 Letter from Pieprzak to City.**

38. Pieprzak further advised the City that because it was misled during negotiations over the contract modification, Pieprzak should be paid on the time and materials basis called for in the Contract Modification for "utility locations that are special or out of the ordinary." *Id.*

39. Later, during the course of performance, the City issued a contract modification, that paid Pieprzak for the cost and time to remove the gas main.

40. During subsequent performance of the work, Pieprzak discovered that the existing water main was so old and brittle that merely driving equipment over the top of the ground caused numerous breaks to the water main, essentially causing Pieprzak to have to install a new water main under the guise of "repairs."

41. On March 25, 2009 through April 2, 2009, Pieprzak was attempting to make the connection from the new main to the existing water main within the intersection of Livernois and McKinnley, but utilities that were not shown on the plans interfered with the connection. Specifically, the plans failed to depict an existing large concrete duct bank in direct conflict with the connection.

42. Pieprzak incurred numerous hours of crew time hand digging and exposing the interference and completing the connection.

43. Pieprzak kept track of the time and materials for this task, and the inspector reconciled his report with the contractor's, so there is no dispute as to the amount of time the crew searched for this mismarked utility and the impact on the equipment utilization.

44. Pieprzak submitted a pay request under Item Number 3 for the time and material costs for the necessary hand digging.

45. The City refused to pay Pieprzak for this additional work necessitated by the City's faulty design.

46. On March 27, 2009, Pieprzak once again wrote the City. This time it was due to the fact that Jim Pieprzak, President of Pieprzak, witnessed firsthand the City's Water Department crews installing the new water service in a position that would be directly in conflict with Pieprzak's operations. **Exhibit L, March 27, 2009 Letter from Pieprzak to City.**

47. When Mr. Pieprzak pointed out the interference to Mr. Joe Lietaert, the City's Inspection Engineer Supervisor, he acknowledged the interference was occurring. However, Mr. Lietaert stated the crews worked for another department within the City and he could not direct them to stop interfering with the storm sewer location. Mr. Pieprzak asked Mr. Lietaert to contact someone at the City who could give those directions.

48. Upon information and belief, Mr. Lietaert contacted Richard Shepler, the City's Water and Sewer Superintendant about the on-going interference. The City's Water Department ignored Mr. Pieprzak and its crews continued to lay the water services in direct conflict with the location in which Pieprzak was to install the storm sewer. ***Id.***

49. The Water Department crews made no effort to install the services deeper and/or out of the designed path of the subsequent storm sewer. Rather, the City's crews knowingly installed water services that occupied the same space as the proposed storm sewer that was to be subsequently installed, thus interfering with Pieprzak's work and making that work more costly and time consuming to perform.

50. On March 31, 2009, the City formally responded to Pieprzak's March 27 requests for additional compensation. Of nine (9) formal requests for additional compensation, eight (8) requests were denied. **Exhibit M, City's March 31, 2009 Response to Requests for Extra Compensation.**

51. The City denied every request for additional compensation stemming from having to locate utilities or repair utilities that were damaged in excavation. ***Id.***

52. On April 29, 2009, Pieprzak responded to the City's refusal for additional compensation. Pieprzak noted, *inter alia*, that it had only charged additional amounts for repairs to water main breaks that were not caused by its excavation operations and that it was only charging for additional work placed on it by the misplacement or misidentification of utilities. Pieprzak only sought recovery of additional compensation and time for extra work that was necessary to finish the Project. **Exhibit N, April 29, 2009 Letter from Pieprzak to City.**

53. To date, Pieprzak has continually attempted to obtain its payment for the interference caused by the differing site conditions and interferences, including but not limited to the City installed water services. The City has refused all such payment.

54. In an audit letter dated February 2, 2010, Pieprzak's accountants requested that the City verify Pieprzak's claim that $862,991.67 of unpaid progress billings was due as of December 31, 2009. **Exhibit O, February 2, 2010 Audit Request.**

55. The City confirmed that this amount was accurate.

56. This amount is still outstanding and due.

CONTRACT MODIFICATIONS AGREED UPON BY BOTH PARTIES

57. Pieprzak and the City were able to come to agreement as to some of the claimed contract modifications. In a document titled "Release of All Claims" drafted by the City, the City memorialized the fact that the "City and Pieprzak have now reached an agreement regarding modifications to the contract payment amounts" wherein "the City agrees to pay an additional $86,612.06" to Pieprzak. **Exhibit P, Proposed Release of All Claims.**

58. These contract modifications specifically excluded claims for exploratory excavation, as the City characterized them, because those claims would be addressed separately. **Exhibit Q, Affidavit of James Pieprzak.**

59. The City Attorney's office prepared a proposed "Release of All Claims" which expressly recognized Pieprzak submitted an "exploratory excavation" claim. Rather than exclude that claim from the scope of the release, as had been agreed upon by the representatives of the parties during their negotiations over the contract modifications, the proposed "Release of All Claims" stated that "[b]y signing this release, the undersigned understands and acknowledges that upon receipt of payment of the sum of $86,612.06 by the City payable to: 'T.R. Pieprzak Company, Inc.', Pieprzak releases and is forever barred from making further claims or demands for non-payment (including claims or allegations of money damages set out in law suits, requests for arbitration or mediation or any other proceedings to recover money damages) against the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City, concerning the Section 9 Water Main Replacement Project contract. This includes but is not limited to, requests for additional money or other damages under any theory of contract, contract interpretation, modification of contract, oral modification of contract, or any other theory of law." **Exhibit P, Proposed Release.**

60. On January 17, 2011, Butzel Long, counsel for Pieprzak, wrote the City Attorney for the City of Troy, Ms. Lori Bluhm, noting that the proposed "Release of All Claims" did not exclude and thereby preserve the interference claims, but rather the document purported to waive any future claims of any kind. As this was not the understanding between the parties, Butzel Long proposed that the release be revised to reflect that it is a partial resolution of the claims,

reserving the interference claims from the scope of the waiver. **Exhibit Q, Affidavit of James Pieprzak, ¶ 13; Exhibit R, January 17 Email.**

61. Alternatively, Butzel Long offered to meet in the near future to discuss and possibly resolve the interference claims, or to proceed immediately to pursue legal action. *Id.*, ¶ 14.

62. On January 28, 2011, having not received a reply from the City, Butzel Long emailed Ms. Bluhm once again, hoping to resolve any outstanding issues. **Exhibit S, January 28, 2011 Email.**

63. On January 31, 2011 the City's Engineering Department agreed that Pieprzak could submit a pay application without the final waiver and agreed that it would process payment for all agreed upon contract modifications. **Exhibit Q, Affidavit of James Pieprzak, ¶ 15; Exhibit T, January 31, 2011 Email.**

64. The Engineering Department and Pieprzak agreed that the City could withhold the contractually stipulated retention and that the Engineering Department would contact the City Attorney to set up a meeting to discuss the remaining outstanding claims. *Id.*

65. However, without explanation, the Engineering Department called Pieprzak that same day to announce that the City had reconsidered the agreement and would not make any payment on undisputed contract modifications unless and until Pieprzak agreed to waive all outstanding, unresolved claims. *Id.*

66. To date, no further payments have been made to Pieprzak under any of the resolved or unresolved contract modifications. **Exhibit Q, Affidavit of James Pieprzak, ¶ 18.**

COUNT I – OWNER INTERFERENCE

67. Pieprzak realleges and incorporates each of the proceeding paragraphs, as if fully stated herein.

68. Under Michigan law, there is an implied promise in construction contracts that one party will not hinder or obstruct the work comprising the performance of the other party.

69. As Owner, the City had a duty to coordinate a multi-prime project.

70. As Owner, the City was the *only* party with whom all prime-contractors had contracted with, and thus it was the *only* party who had the means of demanding performance of any recalcitrant or otherwise interfering contractors, including its own crews.

71. By acting as a contractor to complete *different* aspects of the Project itself, the City had a heightened standard to meet.

72. The City failed to adequately coordinate the project in question.

73. The City's Water Department crew directly impeded Pieprzak's ability to perform its duties.

74. This resulted in further delays, additional work, and further economic damages to Pieprzak.

75. The damages were the result of the City's failure to coordinate and the City's interference with Pieprzak's work on the Project.

WHEREFORE, for the reasons contained in this Count as well as all other Counts, Pieprzak requests that this Court order and adjudge that Pieprzak is entitled to an award of $862,991.67, plus interest, and reasonable attorneys' fees and costs incurred by Pieprzak in the enforcement of its rights in obtaining the amount rightfully and contractually owed to it.

COUNT II – SUPERIOR KNOWLEDGE

76. Pieprzak realleges and incorporates each of the proceeding paragraphs, as if fully stated herein.

77. The City was obligated to disclose to bidders all relevant and material information in its possession that relates to and may affect the nature of the work, including, but not limited to the presence and location of subsurface conditions and facilities beneath its streets and within easements granted to facility owners, when that information is not readily available to the public and which may materially affect the estimated cost of the work.

78. The City, the Owner of the Project in question, knew or should have known that the site conditions actually encountered during the Project differed from those in the plans and specifications.

79. This information was not known to the bidders, including Pieprzak.

80. The City failed to disclose this information to the bidders, thereby misleading contractors in general, and Pieprzak specifically, about the nature of the work.

81. This information was an important factor to the bidding as well as the performance on the Project.

82. This misinformation caused delays, additional work, and further economic damages to Pieprzak.

WHEREFORE, for the reasons contained in this Count as well as all other Counts, Pieprzak requests that this Court order and adjudge that Pieprzak is entitled to an award of $862,991.67, plus interest, and reasonable attorneys' fees and costs incurred by Pieprzak in the enforcement of its rights in obtaining the amount rightfully and contractually owed to it.

COUNT III – DIFFERING SITE CONDITIONS

83. Pieprzak realleges and incorporates each of the proceeding paragraphs, as if fully stated herein.

84. The Contract documents affirmatively *indicated* or represented the subsurface conditions which form the basis of Pieprzak's claims.

85. Pieprzak reasonably relied on the indications of subsurface conditions in the Contract.

86. The subsurface conditions actually encountered, within the Contract site area, differed materially from the subsurface conditions indicated or represented by the City in the Contract documents in the same Contract site area.

87. The actual subsurface conditions encountered were reasonably unforeseeable to Pieprzak.

88. Pieprzak's claimed excess costs were solely attributable to the materially different subsurface conditions within the Contract site.

WHEREFORE, for the reasons contained in this Count as well as all other Counts, Pieprzak requests that this Court order and adjudge that Pieprzak is entitled to an award of $862,991.67, plus interest, and reasonable attorneys' fees and costs incurred by Pieprzak in the enforcement of its rights in obtaining the amount rightfully and contractually owed to it.

COUNT IV – WARRANTY OF ACCURACY

89. Pieprzak realleges and incorporates each of the proceeding paragraphs, as if fully stated herein.

90. The City provided bidders, including Pieprzak, the specifications by which the Project was to be built as well as the work site conditions that would be present, intending the bidders, including Pieprzak, to rely upon them.

91. The City warranted the accuracy of its plans and specifications.

92. Pieprzak relied upon the accuracy of the plans and specifications to describe the work to be performed and the condition of the site that would affect its work.

93. These plans and specifications were inaccurate and defective, causing delay and further damages.

94. Pieprzak reasonably relied upon this information provided by the City, and was misled by the erroneous statements in the City's specifications.

95. As such, Pieprzak should be compensated for the additional costs and damages it incurred due to reasonably relying on the City's inaccurate information.

WHEREFORE, for the reasons contained in this Count as well as all other Counts, Pieprzak requests that this Court order and adjudge that Pieprzak is entitled to an award of $862,991.67, plus interest, and reasonable attorneys' fees and costs incurred by Pieprzak in the enforcement of its rights in obtaining the amount rightfully and contractually owed to it.

COUNT V – ACCOUNT STATED

96. Pieprzak realleges and incorporates each of the proceeding paragraphs, as if fully stated herein.

97. Pieprzak and the City carried out monetary transactions between them.

98. Pieprzak and the City agreed that the amount that was due for the undisputed contract modifications was $86,612.06.

99. The City, explicitly and implicitly, promised to pay $86,612.06 for the agreed upon contract modifications.

100. The City, to date, has not made this promised payment.

101. Pieprzak is owed $86,612.06 on Account Stated.

WHEREFORE, for the reasons contained in this Count, Pieprzak requests that this Court order and adjudge that Pieprzak is entitled to an award of $86,612.06 on the Account Stated, plus interest, and reasonable attorneys' fees and costs incurred by Pieprzak in the enforcement of its rights in obtaining the amount rightfully and contractually owed to it.

COUNT VI – REFORMATION OF CONTRACT

102. Pieprzak realleges and incorporates each of the proceeding paragraphs, as if fully stated herein.

103. The City provided Pieprzak with the specifications by which the Project was to be built as well as the work site conditions that would be present.

104. These plans and specifications were defective, causing delay and further damages.

105. This was either a mutual mistake by both the City and by Pieprzak or, in the alternative, Pieprzak made a unilateral mistake induced by a misrepresentation by the City.

106. Under such situations reformation is justified.

107. Such reformation applies to mistakes as to scope of work.

WHEREFORE, for the reasons contained in this Count, Pieprzak requests that this Court, if and to the extent necessary, reform the Contract to reflect the true intentions of the parties and order and adjudge that Pieprzak is entitled to an award of $862,991.67, plus interest, and reasonable attorneys' fees and costs incurred by Pieprzak in the enforcement of its rights in obtaining the amount rightfully and contractually owed to it.

Respectfully submitted,

Butzel Long, a professional corporation

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Dated: March 25, 2011

PURPOSE

It is the purpose of the Special Project Requirements to cover special items of work not covered elsewhere on the Drawings or in the Specifications, to correct conflicts which may exist in the Specifications or to reference other general Specifications for more detail. These Special Project Requirements take precedence over other parts of the Contract Documents.

SCOPE

The work included under the Contract includes all work necessary to install the water main including all related appurtenances in accordance with these Plans and Specifications. The method of constructing the water main *will be open cut or directional drill or as noted otherwise on the plans.*

EXISTING WARNING AND REGULATORY SIGNS

Existing warning and regulatory signs shall not be taken down but shall be maintained during the progress of the work in their approximate normal position. If existing signs conflict with temporary construction signs, the Contractor at the direction of the Engineer shall place covers on the signs.

The Contractor is required to reposition all existing warning and regulatory signs that may be damaged due to *construction. The Contractor shall be required to furnish new steel posts meeting the City of Troy Streets and* Drains standards and signs as required where his operations result in damage to the existing steel signposts or signs. All costs incurred in repositioning these signs, furnishing new posts where required, covering existing signs, etc., shall be included in the project.

MAINTAINING SOLID WASTE (RUBBISH) SERVICES

Rubbish collection shall not be interfered with by the Contractor's operations. If access to certain areas is blocked by the Contractor's operations, the Contractor shall transport the rubbish himself to a location *accessible to the collection crews. NO additional compensation shall be due the contractor for this work.*

PERMITS

The soil erosion control permit will be processed by the City of Troy Engineering Department. No fees or application will be required to be executed by the contractor for this permit.

The Water Main State Construction permit from the Michigan Department of Environmental Quality has been obtained and is included in the Appendix. No fees or applications are required to be executed by the contractor for this permit.

The contractor will be required to obtain a permit from the Road Commission of Oakland County (RCOC) for the work in the Livernois and Long Lake Roads Right-of-Ways. The RCOC approval letter, including all required fees and deposits, is in the Appendix. The Contractor shall obtain and pay for all charges relating to the issuance of permits and/or inspections from the RCOC, including picking up the permit from the RCOC offices and supplying the required bonds and insurance. All costs and/or fees to the RCOC are the responsibility of the contractor and no additional payment will be made by the City of Troy. The Contractor shall also provide the City a certificate of Final Inspection upon completion of all work in the County right-of-way.

WEEKEND WORK

This work shall consist of maintaining traffic as shown on the plans and as specified herein. Traffic shall be maintained by the Contractor throughout the project, especially during weekend work operations in accordance with the plans and Sections 103.05, 103.06, 812, and 922 of the Michigan Department of Transportation's 2003 Standard Specifications for Construction, the Michigan Manual of Uniform Traffic Control Devices, and any other supplemental specifications included.

Weekend work, for this project, is defined as the time between 7:00 P.M. Friday to the following 5:00 A.M. Monday (local time). These times may only be changed by the Engineer in writing. Weekend work will be required in the Livernois water main crossing at McKinley Street and the Kamax site (e.g. Deinmore Street).

Failure to re-open to traffic on time will result in liquidated damages, charged to the Contractor, in the amount of $10,000.00 for each calendar day or any part thereof, that Livernois Road is not open to traffic within the time periods stated herein.

All traffic control provisions are to be in accordance with the "Maintaining Traffic" specification, construction plans, the current version of the Michigan Manual of Uniform Traffic Control Devices, and/or as directed by the engineer.

A construction schedule will be required to be submitted prior to the start of any construction in the above noted areas. All coordination and planning between the contractor, City of Troy, City of Troy School District, RCOC, and any other agency should be completed prior to construction in order to avoid conflicts and delays.

The Contractor shall notify the Engineer, Troy police department, and Troy fire department at least **five (5) working days** before implementing any road closures, lane closures, detours, or major traffic shifts. Contact names and phone numbers will be supplied at the preconstruction meeting.

Changes or adjustments in the signing may be necessary as determined by the Engineer.

The Contractor shall be responsible for traffic control as noted on the plans or directed by the Engineer.

The minimum temporary lane widths throughout the project shall be 11 foot lanes.

Prior to opening any lanes, the Contractor shall remove, by sweeping, all accumulated debris that has collected within the closed lane. The cost of sweeping shall be included in the cost of other contract pay items.

All work associated with the above shall be paid for with the applicable Contract pay items noted on the plans and Proposal. No additional compensation shall be due to the contractor for this work due to the weekend construction.

GAS MAIN CONFLICTS

As a reminder, consumer's energy gas mains are located throughout the limits of the project. The record locations of the gas mains are shown on the plans. It is the contractor's responsibility to field verify the location of these existing gas mains prior to construction. All costs associated with verifying the location of the existing gas mains shall be considered included with the water main and/or edge drain construction.

At multiple locations in the project it appears that the existing gas main is within 5 feet (horizontally) of the proposed water main and/or edge drain locations. At these locations, the proposed water main and/or edge drain horizontal location may need to be changed in order to prevent any conflicts with the existing gas mains. All changes to the water main and/or edge drain horizontal location will be at the written direction of the engineer and all costs associated with the relocating of the water main and/or edge drain will be considered included with the water main and/or edge drain construction.

WATER MAIN AT NILES EDUCATIONAL FACILITY

The schedule for the water main work at the Niles Educational Facility (sheet #21) is limited due to the daily and nightly operations of the facility. The contractor shall follow the construction schedule noted below for this part of the project:

1.	Water Main Construction	12/22/08 thru 1/2/09
2.	Service Connection and Testing	4/6/09 thru 4/10/09
3.	Restoration	After School Ends

The contractor shall understand this schedule and reflect any extra costs associated in his bid. All costs associated with this schedule shall be considered included in the water main construction and no extra compensation will be allowed.

WATER MAIN CONSTRUCTION AT KAMAX FACILITY

The schedule for the water main work at the Kamax Facility (sheets #22 & #23) is limited due to the daily and nightly operations. In order to minimize the disturbance to the facility, all work shall be completed during nighttime hours. That is after 8:00 P.M. local time.

The contractor shall understand this schedule and reflect any extra costs associated in his bid. All costs associated with this schedule shall be considered included in the water main construction and no extra compensation will be allowed.

DRIVE APPROACHES WITH BRICK PAVERS

Within the scope of the project there are a few driveway approaches that contain brick pavers. It is the City's policy to replace all drive approaches with asphalt or concrete. However, the residents will have the option of having their existing brick pavers salvaged during construction. Once construction is completed, the contractor is to grade the drive approaches to fit the salvaged brick pavers. The actual re-installation of the brick pavers will be done by the residents.

All costs associated with the salvaging of the brick pavers and grading of the drive approaches shall be considered included with the drive approach construction and no additional compensation will be allowed.

EXPLORATORY EXCAVATION (IF NECESSARY)

This item of work shall include the time, personnel, and equipment necessary to excavate, probe, research, etc. areas within the proposed water main and/or edge drain locations to investigate existing utility locations (i.e. storm sewer, gas, etc.) in order to resolve potential utility crossing conflicts.

The amount of time necessary to perform the above noted investigation will be a maximum of 4 hours.

The pay item "Exploratory Excavation (If Necessary)" shall be paid for per Each (EA) and shall include all labor, equipment, and materials necessary to complete the work in accordance with the above specification.

MOBILIZATION, MAX _____

This item of work shall be completed in accordance with section 150 of the MDOT 2003 Standard Specifications for Construction.

The pay item "Mobilization, Max _____" shall be paid for per Lump Sum (LS) and shall include all labor, equipment, and materials necessary to complete the work in accordance with the above specification.

6" DIAMETER SANITARY HOUSE LEAD (IF NECESSARY):

House leads shall be removed and replaced with six (6) inch P.V.C. D-3034, SDR 23.5, with elastomeric joints or ABS D-2751, SDR 23.5, with type SC joints, at the locations directed by the engineer.

House leads shall be constructed in accordance with the "Open Cut Sewer" specification located elsewhere in these specifications. A water-tight stopper or plug shall be placed at the end of all house leads until such time they are connected to the existing house lead. Connections shall be made with fernco adaptors, or approved equal.

Compacted sand backfill shall be required for all house leads within 1:1 influence of paved surfaces and included with this work.

This item of work shall be paid for per lineal foot (LF) and include all materials, equipment, and personnel necessary to remove and replace the sanitary house leads per the above referenced specifications.

REMOVE & RESET MAILBOXES AND POSTS, MAILBOX GANG ASSEMBLIES

This item of work shall include all labor, materials and equipment necessary to temporarily relocate mailboxes and paper boxes out of the way of construction such that services are not interrupted. This will be accomplished by constructing temporary gang assemblies at locations determined by the post office. As soon as possible after construction, mailboxes and paper boxes shall be reinstalled to their original locations.

Posts and/or mailboxes damaged by the Contractor or anyone else while they are being relocated or are in their temporary positions shall be replaced with the same or similar style post and/or mailbox at no additional cost to the City.

Payment for this item of work shall be included in the Water Main Construction and no additional compensation shall be due to the contractor for this work.

Payments for the removing and resetting of mail box posts shall be considered included with the pavement construction.

Payment for the pay item ""Temporary Gang Assembly (If Necessary)" shall be at the contract unit price per Each (EA) which shall be payment in full for all labor, material and equipment necessary to perform this work in accordance with the above specifications.

MAILBOX POSTS (IF NECESSARY)

This item of work shall include all labor, equipment and materials necessary to install/replace a new cedar post at the permanent (original) location, removing the old mailbox from the old support, attaching it firmly to the new post and disposing of the old support, as necessary at locations directed by the City Engineer.

Payment of the pay item "Mail Box Posts (If Necessary)" shall be at the contract unit price per Each (EA).

REMOVE PAVEMENT, APPROACH, AND SIDEWALK

These items of work shall be completed in accordance with section 204 of the MDOT 2003 Standard Specifications for Construction. The removal of Concrete Curb and Gutter, or integral curb, is included with the

removal pay items. Also, all removal of concrete approaches/driveways shall be from the nearest joint.

The contractor shall schedule sidewalk removal so that new sidewalk can be constructed within three (3) days after the removal takes place. If not, a temporary paved surface shall be constructed to maintain pedestrian traffic. This work shall be considered included with the sidewalk construction.
Removal by sawcutting shall be full depth at the limits noted on the plans or as directed by the engineer. This work shall be considered included with the removal pay items.

The pay items "Remove Pavement", "Remove Approach", and "Remove Sidewalk" shall be paid for per Square Yard (SY). All noted pay items shall include all labor, equipment, materials, and disposal necessary to complete the work in accordance with the above specification.

REPAIR SPRINKLERS, INCLUDED

The Contractor shall be responsible to replace sections of sprinkler systems disturbed by the construction equal to what existed prior to the start of construction and shall promptly restore the sprinkler system in working order by making permanent repairs within five (5) working days of the initial disruption, or as directed by the engineer. This work shall be considered included with the Water Main construction and no additional compensation shall be due to the contractor for this work.

PAVEMENT GAPPING

All pavement gapping required to maintain access to properties on this project, as directed by the engineer, shall be considered included with the Water Main construction and no additional compensation shall be due to the contractor for this work.

CLEANING OF STRUCTURES

The Contractor shall protect all catch basins and manholes. All materials that enter the structures as a result of the contractor's operations shall be removed immediately. Prior to final acceptance of this project, all existing and proposed structures within the area disturbed by this construction shall be thoroughly cleaned of all debris.

This work shall be considered included with the Water Main construction and no additional compensation shall be due to the contractor for this work.

PORTABLE LAVATORIES

The Contractor shall provide, upon the direction of the Engineer, one or more portable field lavatories, such as the "Porta-John" or equivalent. Portable lavatories and their proper maintenance by the Contractor for the duration of the project shall be considered included with the Water Main construction and no additional compensation shall be due to the contractor for this work.

TREE REMOVAL (OF THE SIZE SPECIFIED)

Trees shall be removed when so indicated on the Drawings or when directed to do so by the Engineer. Trees located beyond the limits of excavation shall be saved and protected. The work included under this Item shall be in accordance with section 202 of the MDOT 2003 Standard Specifications for Construction.

The pay items "Remove Tree, 8" to 18"" or "Remove Tree, 42"" shall be paid for per Each (EA) and include all labor, equipment, and materials necessary to complete the work in accordance with the above specification.

CLEARING AND GRUBBING

Clearing and grubbing shall consist of the removal and disposal of all brush, trees less than 8" in diameter (including stumps and roots), and tree branches within the limits of project construction unless specifically noted on the Drawings or in the Specifications or directed by the Engineer to be saved or protected. Clearing and Grubbing limits shall be defined as within the 1 on 1 influence of proposed utilities (water main and appurtenances, storm sewer, under drain, culverts and manholes) installation. At no time shall these limits extend beyond the existing right of way limit of the project. Prior to the start of work under this pay item, the Contractor shall ribbon brush and tree removal and visually identify any other removal item for review and final approval by the Engineer.

Trees, bushes and other items determined by the Engineer to be saved shall be protected from damage by the Contractor's operations. Any fencing determined to be within the limits of construction and within the right of way shall be relocated to the right of way line as directed by the Engineer and shall be included with Clearing and Grubbing.

Trimming of trees determined by the Engineer, as noted on the Drawings, shall be included with "Clearing and Grubbing".

Disposal of brush, trees and other items shall be by the Contractor off the site by a method in conformance with existing laws and ordinances of the State of Michigan and its governmental subdivisions and shall be included with Clearing and Grubbing.

The Bid Item "Clearing and Grubbing" will be paid for by the Lump Sum (LS). The Contract Lump Sum Price for "Clearing and Grubbing" will be payment in full for removal and disposal of all brush, trees, stumps, roots and other items from the limits of the construction area as marked by the contractor and approved by the Engineer, all in accordance with the Contract Documents.

CATCH BASIN, RECONSTRUCT

This work shall be done in accordance with section 403 of the MDOT 2003 Michigan Department of Transportation Standard Specifications for Construction, except as herein provided:

a. Description.

Where called for on the plans or directed by the Engineer, existing manholes, catch basins, leaching basins, or inlets shall be reconstructed to the required line and elevation and to conform essentially to the City of Troy standard details and Drainage Structure details. New frame and covers for the structures are to be considered included with this work.

b. Requirements.

Removing and replacing existing frame and cover, removing existing structure, whether it be brick, block or pre-cast, to the elevation as directed by the Engineer, disposal of removed materials, reconstructing the structure in an eccentric fashion, such that all steps align on the vertical wall, to the proposed elevation and replacing the existing frame and cover.

c. Measurement and Payment.

The work included with the pay item "Catch Basin, Reconstruct" shall be paid for per vertical foot, (VF), from the limit of reconstruction to the top of the new masonry, including a new frame and cover. Payment for the replacement of curb and gutter and/or pavement adjacent to drainage structures, which were reconstructed, is considered included in the payment for Catch Basin, Reconstruct.

REMOVE DRAINAGE STRUCTURE

This work shall be done in accordance with section 203 of the MDOT 2003 Michigan Department of Transportation Standard Specifications for Construction.

The work included with the pay item "Remove Drainage Structure" shall be paid for per Each (EA) and include all labor, equipment, and material necessary to complete this work in accordance with the above referenced specifications.

REMOVE CULVERT

This work involves the removal and disposal of existing culverts at the locations noted on the plans. This item of work shall be done in accordance with section 203 of MDOT 2003 Standard Specifications for Construction

The work included with the pay item "Remove Culvert" shall be paid for per Each (EA) and include all labor, equipment, and material necessary to complete this work in accordance with the above referenced specifications.

REMOVE SEWER

This work involves the removal and disposal of existing storm sewer at the locations noted on the plans. This item of work shall be done in accordance with section 203 of MDOT 2003 Standard Specifications for Construction

The work included with the pay item "Remove Sewer" shall be paid for per Lineal Foot (LF) and include all labor, equipment, and material necessary to complete this work in accordance with the above referenced specifications.

WATER SERVICE TRANSFERS BY CITY OF TROY

Upon placement of new water main into service, the City of Troy Water and Sewer Department shall transfer the water services from the old water main to the new water main. The transfers shall be done by installing 1" Type "K" Copper service leads extended from the new water main to the ROW line. One (1) foot into the ROW, or as directed by the Engineer, the City of Troy Water and Sewer Department shall install new curb stop box in accordance with the City of Troy Specifications for Water System Materials. The Contractor shall restore all areas disturbed by the transferring of water services by the City and all restoration costs shall be included in the price for associated water main installation.

2" TEMPORARY BLOW-OFF ASSEMBLY

This item of work shall include all labor, equipment and materials necessary to construct a temporary blow-off assembly as specified in the construction plans, details and contract documents to be used during pressure testing of the new water main system. After successful completion of the water main testing operation, the 2" temporary blow-off assembly shall be removed from the water main and all disturbed areas shall be restored to their original condition.

The bid item "2" Temporary Blow-Off Assembly" shall be paid for at the contract unit price per each (EA) which shall be payment in full for all labor, material and equipment necessary to perform this work.

REMOVE HYDRANT ASSEMBLY

This item of work shall include all labor, equipment and materials necessary to remove an entire hydrant assembly and companion valve. All hydrants and companion valves shall be delivered in a working order to the City of Troy DPW yard.

Abandonment of the existing water main, gate wells and hydrants shall not be started until new water main has been tested, approved and completely put into service.
The bid item "Remove Hydrant Assembly" shall be paid for at the Contract unit price per each (EA) which shall be payment in full for all labor, material and equipment necessary to perform this work.

ABANDON GATE VALVE AND WELL

This item of work shall include all labor, equipment and materials necessary to remove the existing gate valves; remove valve boxes and breakdown gate wells three (3) feet below proposed road grade, punch holes in the bottom and fill the remainder of the well and excavated area with MDOT Class II granular material. All removed gate valves shall be delivered in a working order to the City of Troy DPW yard.

Abandonment of the existing water main, gate wells and hydrants shall not be started until new water main has been tested, approved and completely put into service.

Contractor shall plug the openings in the pipe with concrete and backfill the excavated area with compacted sand.

The bid item "Abandon Gate Valve and Well" shall be paid for at the Contract unit price per each (EA) which shall be payment in full for all labor, material and equipment necessary to perform this work.

ABANDON WATER STOP BOX

This item of work shall include all labor, equipment and materials to remove existing water stop box; remove valve boxes and breakdown wells three (3) feet below proposed road grade, punch holes in the bottom and fill the remainder of the well and excavated area with MDOT Class II granular material. All removed gate valves shall be delivered in a working order to the City of Troy DPW yard.

Abandonment of the existing water main, tapping sleeve valve & wells, gate wells and hydrants shall not be started until new water main has been tested, approved and completely put into service. Contractor shall shut down the existing water main, remove the tapping valve, and install a blind flange. Contractor shall plug the openings in the pipe with concrete and backfill the excavated area with compacted sand. Payment of these items shall be included in the respective contract pay items as Each (EA) in the proposal.

CUT AND CAP EXISTING WATER MAIN

This item of work shall include all labor, equipment, materials, fittings, caps, plugs, excavation and sand backfill necessary to complete the disconnection and capping of the existing water main from the old abandoned water main. When capping the live end of the water main, the contractor shall install a mega-lug restrained joint cap.

Cut and cap existing water main shall not be started until new water main has been tested, approved and completely put into service.

The bid item "Cut and Cap Existing Water Main" shall be paid for at the Contract unit price per each (EA) which shall be payment in full for all labor, material and equipment necessary to perform this work.

CONNECT WATER MAIN

This item of work shall include all fittings, thrust blocks, backfill, temporary plugs, caps, removal of existing water main in direct conflict with the connection, and all items of work as noted on the plans.

All water main construction materials, including thrust blocks and restraints, as required, shall be conform to the current standards and specifications of the City of Troy. All existing water mains (including fittings), to be removed and abandoned as part of the connection, shall be included in the pay item for "Connect Water Main"

Connections shall not be completed until the Contractor has obtained a successful pressure test and bacteriological lab release. The City of Troy may require the Contractor to complete his connections during hours of non-essential water use. Scheduling of connections may involve nights, weekends or holidays and shall be considered included in the connection work. No additional payment for night, holiday or weekend work associated with the water main connections will be allowed.

The bid item "Connect Water Main" of the size noted in the proposal shall be paid for at the Contract unit price per each (EA) which shall be payment in full for all labor, material and equipment necessary to perform this work.

ABANDON WATER MAIN

Abandonment of the existing water main shall be done in strict compliance to the State of Michigan Health Department permit, City of Troy Standard Water Main Detail Sheet and the Water Main Connection Details as indicated on the plans. This item shall include all work and materials (including bulkheading with concrete all open ends of the water main to be abandoned) required to abandon the existing water main.

When the City of Troy has completed water service transfers, the contractor can then begin to cut and cap the old water main at the points shown on the plans. The abandoned end of old water main shall have concrete placed inside the end so as to form a solid concrete plug.

The bid item "Abandon Water Main" shall be considered included with the water main construction and no additional payment will be made for this work.

REGRADE DITCH

This pay item includes all the proposed ditch locations noted on the plans.

The Contractor shall regrade existing ditches as indicated on the Drawings, as disturbed by the Work, or as directed by the Engineer. The ditches shall be regraded to the cross section, alignment, and grade indicated on the Drawings or as determined by the Engineer in the field.

All excavated material, trees, roots, stumps, brush, and other vegetation shall be disposed of off the construction site in accordance with existing laws and ordinances of the City of Troy. Where existing ditches require filling to conform to the new ditch grades, the ditches shall be backfilled to the new grade with suitable material approved by the Engineer. Prior to placing the fill, all organic and loose material and debris shall be removed. The fill material shall be placed in layers not exceeding 12 inches of loose thickness, with each layer being thoroughly compacted with suitable equipment. All backfill material shall be compacted to 95 percent of the maximum unit weight as determined by AASHTO T-99 test.

Temporary measures shall be provided in accordance with the Turf Restoration specifications until permanent restoration occurs in ditch areas.

The bid item "Regrade Ditch" shall be paid for at the Contract unit price per Lineal Foot (LF) which shall be payment in full for all labor, material and equipment necessary to perform this work.

DIRECTIONAL DRILLING (8" Diameter Ductile Iron Class 54 Water Main w/Polywrap)

This item of work shall include all labor, equipment and materials necessary to directional drill the proposed water main, at the locations noted on the plans, in accordance with the HDPE and PVC Water Main and Directional Drilling specifications located within these contract documents.

The water main pipe itself will be paid for separately and is to be considered not included with this work.

The bid item "Directional Drilling (8" Diameter Ductile Iron Class 54 Water Main w/Polywrap" shall be paid for at the Contract unit price per lineal foot (LF) which shall be payment in full for all labor, material and equipment necessary to perform this work.

8", 12" and 18" EDGE DRAIN

All eight-inch (8"), twelve-inch (12"), and eighteen-inch (18") diameter edge drains shall be perforated or slotted PVC pipe with smooth interior. Perforated edge drain shall be smooth wall PVC. A.S.T.M. F-758, Type PS46, with 3/16 inch to 3/8 inch diameter perforation. Slotted edge drains shall be PVC corrugated with smooth interior. A.S.T.M. F-949, with slotted perforations of 1.90 to 2.00 square inches per foot of pipe length. Edge drains shall have plain joint and shall be backfilled with pea gravel to the finish grade: *An allowable substitute for eight (8") inch diameter edge drains is perforated smooth lined corrugated polyethylene pipe in accordance with AASHTO M252, Type SP, Class I Specifications. An allowable substitute for twelve (12") inch diameter edge drains is perforated smooth lined corrugated polyethylene pipe in accordance with AASHTO M294, Type SP, Class. An allowable substitute for eighteen (18") inch diameter edge drains is perforated smooth lined corrugated polyethylene pipe in accordance with AASHTO M294, Type SP, Class.*

Connecting the edge drains into existing or proposed drainage structures shall be included in the unit price bid for 8",12", or 18" Perforated Pipe.

All existing sump pump lines discharging into the ditches shall be connected to the edge drains and shall be included in the unit price bid for 8", 12", or 18" Perforated Pipe.

All edge drain installed under this contract shall be wrapped with geotextile fabric in accordance with MDOT 2003 spec 910.05. The geotextile fabric shall be considered included with the edge drain construction.

All edge drain installed under this contract shall be backfilled with granular material in accordance with the detail noted on the plans (e.g. sheet "A" – Miscellaneous Details). This work shall be considered included with the edge drain construction.

All existing sump pump lines discharging into the ditches or existing underdrain systems shall be re-connected to the proposed under drain and shall be considered included with the under drain construction.

The Contract Unit Price per Lineal Foot (LF) for "8" Edge Drain" , "12" Edge Drain" and "18" Edge Drain" shall be payment in full for all labor, material and equipment necessary to install these items in accordance with the above specification and plans.

12" RCP C-76 CL IV STORM SEWER (TRENCH "B")

This item shall include all labor, materials, and equipment necessary to construct 12" RCP C-76 CL IV Storm Sewer (Trench "B") in accordance with the Open-Cut Sewer specification located within these Contract documents and section 402 of the MDOT 2003 Standard Specifications for Construction.

The bid item "12" RCP C-76 CL IV Storm Sewer (Trench "B")" shall be paid for at the Contract unit price per Lineal Foot (LF) which shall be payment in full for all labor, material and equipment necessary to perform this work.

12" & 18" CMP CULVERT AND END SECTIONS

This item of work shall include the placement of 12" & 18" Corrugated Steel Pipe Culvert and End Sections as shown on the plans or as directed by the Engineer and shall include all labor, equipment and materials necessary to complete the installation of 12" & 18" Corrugated Steel Pipe Culvert and End Sections. CMP culverts shall not be reused but shall be replaced by new 14 (minimum) gauge Corrugated Steel Pipe (CSP) of the same diameter and conforming to AASHTO M36, M190 and any governing agency standards.

The Contractor shall install steel end sections of the size and type indicated in the plans and Proposals or as directed by the Engineer. Backfill shall be placed so that the end section is flush with the slope.

The Contract Unit Price per Lineal Foot (LF) for "12" & 18" C.M.P. (14 Gauge)" and per Each (EA) for "12" & 18" End Section, Metal" shall be payment in full for all labor, material and equipment necessary to install these items.

DRAINAGE STRUCTURES

This item shall include all labor, materials, and equipment necessary to construct 2', 3', and 4' diameter drainage structures in accordance with the Open-Cut Sewer specification located within these Contract documents and section 403 of the MDOT 2003 Standard Specifications for Construction.

The 3' & 4' Catch Basins are to be constructed with brick, block, or pre-cast concrete. The 2' Catch Basins are to be plastic as shown in sheet "A" of the construction plans (Miscellaneous Details).

The pay items "2' Catch Basin", "3' Catch Basin", and "4' Catch Basin" shall be paid for per Each (EA) and include all labor, equipment, and material necessary to perform this work.

3' CATCH BASIN (SPECIAL) AND 4' MANHOLE (SPECIAL)

This item of work shall include all labor, equipment and materials necessary construct a drainage structure of the size and type noted in the proposal over top of an existing storm sewer of the size noted on the plans. This work shall be in accordance with the plans, the "Open Cut Sewer" specifications within these Contract documents, and as directed by the engineer.

The bid items "3' Catch Basin (Special) and 4' Manhole (Special)" shall be paid for at the Contract unit price per each (EA) which shall be payment in full for all labor, material and equipment necessary to perform this work.

TAP MANHOLE

This item of work shall include all labor, equipment and materials necessary to drill or core an opening at an existing storm manhole in order to provide a connection with a proposed storm sewer or edge drain. The location, direction, and method of constructing the opening shall be in accordance with the plans, the "Open Cut Sewer" specifications within these Contract documents, and as directed by the engineer.

The bid item "Tap Manhole" shall be paid for at the Contract unit price per each (EA) which shall be payment in full for all labor, material and equipment necessary to perform this work.

AGGREGATE BASE 21AA LIMESTONE

Description:

This work shall be done in accordance with Section 302 of the 2003 Michigan Department of Transportation Standard Specifications for Construction, except as herein provided.

Materials:

Dense-graded aggregate (21AA Modified) shall meet the requirements specified in Section 902.07, Tables 902-1 and 902-2, except the 21AA shall be produced entirely by crushing rock, boulders, cobbles or slag, and only fines produced by the crushing process shall be permissible. No plastic fines shall be added. Crushed concrete will not be allowed.

Sodium Chloride will not be required or allowed.

Measurement and Payment:

When provided, aggregate base course will be measured in square yards compacted in place; based on the lines and dimensions called for on the Plans as provided by authorization. The completed work as measured for aggregate base courses will be paid for at the contract unit prices for the following contract item (pay item):

Pay Item	Pay Unit
6" Aggregate Base, 21AA Limestone	Square Yard (SY)

MAINTENANCE AGGREGATE

The Engineer may direct the Contractor to use maintenance aggregate in various locations including, but not limited to, pavement removal areas, driveways, and approaches. Aggregates shall consist of 21AA for all driveways and approaches. All other locations may consist of 21A, or 23A materials. Maintenance aggregate for existing gravel driveways and approaches shall be considered permanent restoration.

MATERIALS

The materials used shall be in accordance with Section 902 of the 2003 Standard Specifications for Construction.

MEASUREMENT AND PAYMENT

MAINTENANCE AGGREGATE will be measured in tons for the material authorized to be used by the Engineer.

Pay Item	Pay Unit
Maintenance Aggregate	Ton

Payment for this item shall be payment in full for all costs associated with furnishing, installing and maintaining the materials, and removal and disposal of aggregate for Traffic Maintenance.

SANITARY MANHOLE ADJUSTMENT (IF NECESSARY)

This item of work shall be done in accordance with section 403 of the 2003 MDOT Standard Specifications for Construction with the following exceptions:

This work is intended for the adjustment of sanitary sewer manholes only up to 2 vertical feet.

The existing inside surface of the structure shall be repaired by pointing and plastering with cement mortar, as directed by the engineer, up to a limit of three (3) feet below the top of the cover. Heavy equipment will not be permitted to operate over the adjusted structure sooner than twenty-four (24) hours after their completion, unless otherwise approved by the engineer.

Concrete adjustment rings shall be used only. No brick or block will be allowed. The concrete adjustment rings shall be of the size and depth necessary to bring the sanitary sewer manhole to grade. The outside of the structure shall be pointed and wrapped water tight with polyethylene as directed by the engineer.

The work included with the pay item "Sanitary Manhole Adjustment (If Necessary)" shall be paid for per Each (EA) and include all labor, equipment, and material necessary to complete this work in accordance with the above reference specifications.

SYLVAX COLD PATCH MATERIAL (IF NECESSARY)

The contractor shall install cold patch material in existing roads for maintenance of traffic as directed by the City of Troy. The finished surface shall be compacted, flat, and accessible to vehicular traffic as determined by the engineer.

The pay item "Sylvax Cold Patch Material (If Necessary)" shall be paid for per TON and include all labor, material and equipment necessary to complete this work in accordance with the above specification.

DRAINAGE STRUCTURE COVER (IF NECESSARY)

This item shall be done in accordance with Section 403 of the MDOT 2003 Standard Specifications for Construction.

This work shall be completed as necessary in order to replace catch basin frames and covers. The required catch basin frame and cover that is to be used shall be the E.J.I.W. 5080 with Sinusoidal M2 Grate.

The work included with the pay item "Drainage Structure Cover (If Necessary)" shall be paid for per Pound (LB) and include all labor, equipment, and material necessary to complete this work in accordance with the above reference specifications.

CONCRETE CURB AND GUTTER (IF NECESSARY)

This item shall be done in accordance with Section 802 of the MDOT 2003 Standard Specifications for Construction.

This work shall be completed as necessary to match the existing concrete curb and gutter that is removed due to the proposed water main and/or edge drain construction.

The work included with the pay item "Concrete Curb and Gutter (If Necessary)" shall be paid for per lineal foot (LF) and include all labor, equipment, and material necessary to complete this work in accordance with the above reference specifications.

CONCRETE SIDEWALK RAMP, ADA

This item of work shall be done in accordance with section 803 of the MDOT 2003 Standard Specifications for Construction, MDOT standard detail R-28-F (except as herein modified), and the following requirements:

1. Type P-MS and P-NC concrete shall not be used
2. The use of pozzolanic admixtures (fly ash) and/or ground granulated blast-furnace slag in Portland Cement Concrete will not be permitted on this project.
3. Strength – the concrete shall be MDOT Grade S2 and shall obtain a minimum 28 day compressive strength of 3,500 psi (pounds per square inch) and a minimum 28 day flexural strength of 650 psi.
4. Slump – the slump shall not be less than 3 inches nor more than 5 inches.
5. Air Content – the total air content of the freshly placed concrete shall be 6.5 percent ± 1.5 percent, by volume.
6. 6" thick concrete ramp.

Detectable warning surfaces shall be Armor Tile Tactile systems as manufactured by Engineered Plastics, Inc., or ADA Solutions as manufactured by ADA Solutions, Inc. Installation of detectable warning surfaces shall be by certified individuals and shall meet the current MDOT Sidewalk Ramp Detail Standard Plan (copies available upon request).

Cast-in-place detectable warning surfaces shall be used on all new sidewalk ramp locations as required.

Cast-In-Place (New Construction):

Armor Tile Tactile Systems:

Product: ADA-C-2424-CR, ADA-C-2436-CR, ADA-C-2448-CR or ADA-C-2460-CR,

Color: Colonial Red (CR) Federal No. 20109 (special order color)

ADA Solutions:

Product: Cast-in Place Composite Tactile

Color: Brick Red (Munsell Color Notation 10R 3/6

Surface applied detectable warning surfaces may be used where cast-in-place is not possible, with written approval of the Public Works Director or City Engineer.

Surface Applied (Retrofit):

Armor Tile Tactile Systems:

Product: ADA-S-2424-CR, ADA-S-2436-CR, ADA-S-2448-CR or ADA-S-2460-CR

Color: Colonial Red (CR) Federal No. 20109 (special order color)

ADA Solutions:

Product: Surface Mount

Color: Brick Red (Munsell Color Notation 10R 3/6)

The following vendors supply the approved detectable warning surfaces:

Boomer Construction Materials – Armor Tile
1940 E. Forest
Detroit, MI 48207
(313) 832-5050
http://www.armor-tile.com/distributors_michigan.html

Ace Cutting – ADA Solutions
25806 Novi Road
Novi, MI 48375
(248) 449-4944
http://adatile.com/michigan.php

Ersco Construction Supply – Armor Tile
22800 W. 8 Mile Road
Southfield, MI 48034-4391
(248) 353-8202
(800) 530-9901
http://www.armor-tile.com/distributors_michigan.html

The work included with the pay item "Concrete Sidewalk Ramp, ADA" shall be paid for per square foot (SF) and include all labor, equipment, and material necessary to complete this work in accordance with the above reference specifications.

BUTT JOINT, 6' WIDE

This item shall be done in accordance with Section 502 with the following exceptions:

Milling or chipping the pavement surfaces one and one-half (1½) inches to two (2) inches thick for butt joint at the locations shown on the plans or as directed by the engineer.

All milling areas shall be at locations shown on the plans or as directed by the Engineer.

It also includes the disposal of spoiled materials and any included work required.

The work included with the pay item "Butt Joint, 6' Wide" shall be paid for per Square Yard (SY) and include all labor, equipment, and material necessary to complete this work in accordance with the above reference specifications.

6", 8", 12" HDPE WATER MAIN (TRENCH DETAIL F)

This item shall be completed in accordance with the "HDPE Water Main and Directional Drilling" Specifications located within these Contract documents.

Trench Detail "F", as shown on the Water Main Standard Detail Sheet (sheet "D" of the plan set) shall be used and included with this work.

The work included with the pay items "6", 8", 12" HDPE Water Main (Trench Detail F)" shall be paid for per lineal foot (LF) and include all labor, equipment, and material necessary to complete this work in accordance with the above referenced specifications.

6", 8", 12" HDPE WATER MAIN (TRENCH DETAIL G)

This item shall be completed in accordance with the "HDPE Water Main and Directional Drilling" Specifications located within these Contract documents.

Trench Detail "G", as shown on the Water Main Standard Detail Sheet (sheet "D" of the plan set) shall be used and included with this work.

The work included with the pay items "6", 8", 12" HDPE Water Main (Trench Detail G)" shall be paid for per lineal foot (LF) and include all labor, equipment, and material necessary to complete this work in accordance with the above referenced specifications.

SHORT AND LONG WATER SERVICE CONNECTIONS

After the new HDPE pipe has been installed and tested, each existing service shall be connected to the new pipe in accordance with manufacturer's recommendation for sidewall or electro-fusion. All services will be connected to the main with a live tap fitting. All services will be completely replaced by installing 1" Type "K" Copper via boring or open-cut, from the new stop box to the new HDPE water main. One (1) foot into the ROW, or as directed by the Engineer, the Contractor shall install a new curb stop and box in accordance with the City of Troy specifications for water system materials.

Service connections will be connected to the main with an electro-fused saddle. The tap will be made through the saddle with a standard "Mueller" type tapping machine, and the water service connected to the saddle with a standard corporation stop. The contractor will sufficiently "gooseneck" the copper water service above the connection to the HDPE water main to allow for normal contraction and expansion of the service and the HDPE water main.

All work noted above shall be in accordance with manufacturer's specifications & guidelines and City of Troy Water Department requirements and include all excavation, pipe, tapping equipment, stop box, compacted sand backfill, and removal and disposal of existing water service piping and water stop box.

The work included with the pay items "Short Water Service Connections" and "Long Water Service Connections" shall be paid for per Each (EA) and include all labor, equipment, and material necessary to complete this work in accordance with the above specifications.

6", 8", 12" PVC C-900-07 (FUSIBLE) WATER MAIN (TRENCH DETAIL F)

This item shall be completed in accordance with the "PVC Water Main and Directional Drilling" Specifications located within these Contract documents.

Trench Detail "F", as shown on the Water Main Standard Detail Sheet (sheet "D" of the plan set) shall be used and included with this work.

The work included with the pay items "6", 8", 12" PVC C-900-07 (Fusible) Water Main (Trench Detail F)" shall be paid for per lineal foot (LF) and include all labor, equipment, and material necessary to complete this work in accordance with the above referenced specifications.

6", 8", 12" PVC C-900-07 (FUSIBLE) WATER MAIN (TRENCH DETAIL G)

This item shall be completed in accordance with the "PVC Water Main and Directional Drilling" Specifications located within these Contract documents.

Trench Detail "G", as shown on the Water Main Standard Detail Sheet (sheet "D" of the plan set) shall be used and included with this work.

The work included with the pay items "6", 8", 12" PVC C-900-07 (Fusible) Water Main (Trench Detail G)" shall be paid for per lineal foot (LF) and include all labor, equipment, and material necessary to complete this work in accordance with the above referenced specifications.

WATER MAIN APPURTENANCES

All gate valves and hydrants are to be installed and constructed at the locations noted on the plans and per the Water Main Standard Detail Sheet. If PVC or HDPE pipe is used for the water main in this project, ductile iron class 54 pipe is to be used from the gate well or hydrant tee to a point 5' away. An adaptor per PVC or HDPE manufacturer requirements is to be used in the transition from plastic to ductile iron.

All the above work is to be considered included with the water main construction and no additional payment will be made.

TREE PROTECTION

This work shall be completed in accordance with the following specifications. The purpose of this work item is to protect trees in and around the water main construction area from equipment and work operations.

The contractor shall erect and maintain suitable protective barriers around all trees, plants, on public spaces and on private property, so as to prevent damage to plants and/or areas intended for preservation. (See attached figure #1 on next page). There shall be no undue compression of the earth or otherwise impeding or preventing the access of water or air to the root system of the plant or excavation around or removal of soil or earth or the addition of earth or any other materials within the tree protection area. Building material and other debris shall not be placed inside the tree protection area.

Protective barriers shall not be relocated or removed without prior approval of the City.

Silt screen or other acceptable measures shall be placed up slope for the protective barriers. This silt protection barrier shall shield the area for preserved trees or plants from soil sedimentation intrusion into the tree protection area.

Where root loss will occur, root prune one foot beyond the protective barriers using a vibrating saw or narrow trencher to make clean cuts a minimum of 36" in depth. Cutting instrument shall have sharp blades to minimize damage.

When, in isolated incidents, as determined by the City, protective barriers may be impractical or ineffectual in protecting roots in the tree protection area, the contractor shall provide temporary buffers as approved by the City to prevent root damage.

Pruning of preserved trees during construction shall be limited to the removal of dead, dying, and/or damaged branches. Where necessary the contractor may, with City permission, prune trees to accommodate construction activities. Upon completion of the project, overall pruning to enhance the quality of the trees will be allowed under the guidance and supervision of the City.

Definitions

Protective barrier - (see figure #1 on next page) a minimum four (4) foot tall plastic mesh barrier constructed at the drip line of the plant to protect the root system and/or trunk of the plant from damage caused by but not limited to: construction, vehicular traffic, storage of equipment, debris, soil, fill or other materials.

Tree protection area - the space between the protective barrier and the trunk of the plant. (see figure #1 on next page). Construction material and other debris shall not be placed inside the tree protection area.

METHOD OF PAYMENT

The pay items "Tree Protective Fence" and Tree Root Trenching" shall be paid for per Lineal Foot (LF) and include all labor, equipment, and materials necessary to complete the work in accordance with the above specification.

PLACE: CITY OF TROY
DATE: SEPTEMBER 24, 2008
PROJECT: SECTION 9
WATER MAIN REPLACEMENT

The proposal of T.R. Piepczak Co. (hereinafter called "Bidder") to the City of Troy, Oakland County, Michigan

The Bidder, in compliance with the Advertisement for Bids for the "Section 9 Water Main Replacement Project", having examined the plans and specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is part.

The Bidder affirms that in making such Proposal, neither he nor any company that he may represent nor anyone on behalf of him or the company directly has entered into any combination or collusion, undertaking or agreement with any bidder or bidders to maintain that the prices of said work, or any attempt to prevent any other bidder or bidders from bidding on said contract or work, and further affirms that such proposal is made without regard or reference to any other bidder or proposal and without any agreement or understanding or combination either directly or indirectly with any other person or persons with reference to such bidding in any way or manner whatsoever.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty - (60) calendar days after the scheduled closing time for receiving bids.

The Bidder hereby agrees to commence work under this contract on or before the date to be specified in the written "Notice to Proceed" and to fully complete **all** project work by **July 1, 2009**.

The Bidder acknowledges receipt of the following addenda:

No. 1 DATED: 9/17/2008

No. _____ DATED: _____

No. _____ DATED: _____

City of Troy
500 W. Big Beaver
Troy, Michigan 48084

Bids Due: September 24, 2008
10:00 A.M., Local Time
Project No. 01.508.5

The undersigned, as Bidder, declares that he has familiarized himself with the location of the proposed project in the City of Troy. Bidder acknowledges that he has carefully examined the Plans, Specifications, and Contract Documents which he understands and accepts as sufficient for the purpose of constructing said Section 9 Water Main Replacement and appurtenant work, and agrees that he will contract with the City of Troy, Oakland County, Michigan to furnish all labor, materials, and equipment necessary to do all the work specified and prescribed, and that he will accept in full payment therefore the sum of:

BASE BID

Item Num.	Item	Unit	Total Quantity	Unit Cost	Total Cost
1	Mobilization, Max $25,000	LS	1	25,000.	25,000.00
2	Audio-Video Route Survey	LS	1	2280.00	2,280.00
3	Exploratory Excavation (If Necessary)	EA	3	940.00	2,820.00
4	Remove Tree, 8" – 18"	EA	11	155.00	1,705.00
5	Remove Tree, 42"	EA	1	1040.00	1040.00
6	Clearing and Grubbing	LS	1	1,555.00	1,555.00
7	Tree Protective Fence	LF	200	5.20	1,040.00
8	Tree Root Trenching	LF	200	5.20	1,040.00
9	Remove Pavement	SY	3,380	3.28	11,086.40
10	Remove Approach	SY	6,475	3.09	20,007.75
11	Remove Sidewalk	SY	106	3.09	327.54
12	Remove Sewer	LF	2,272	4.15	9428.80
13	Remove Culvert	EA	205	104.00	21,320.00
14	Remove Drainage Structure	EA	17	155.00	2,635.00
15	Remove Hydrant Assembly	EA	23	155.00	3.565.00
16	Abandon Water Main	Included	Included	----	----
17	Abandon Gate Valve and Well	EA	19	176.00	3,344.00
18	Abandon Water Stop Box	EA	1	31.00	31.00
19	12" Diameter Ductile Iron Class 54 Water Main w/polywrap (Trench Detail F)	LF	4,260	56.00	238,560.00
20	12" Diameter Ductile Iron Class 54 Water Main w/polywrap (Trench Detail G)	LF	1,587	61.00	96,807.00
21	8" Diameter Ductile Iron Class 54 Water Main w/polywrap (Trench Detail F)	LF	6,263	38.00	237,994.00
22	8" Diameter Ductile Iron Class 54 Water Main w/polywrap (Trench Detail G)	LF	3,402	45.00	153,090.00

23	6" Diameter Ductile Iron Class 54 Water Main w/polywrap (Trench Detail F)	LF	30	34.00	1020.00
24	6" Diameter Ductile Iron Class 54 Water Main w/polywrap (Trench Detail G)	LF	50	39.00	1950.00
25	16"x12" Tapping Sleeve Valve & Well	EA	1	8300.00	8300.00
26	12" Gate Valve in Well	EA	13	3080.00	40,040.00
27	8" Gate Valve in Well	EA	22	2150.00	47,300.00
28	6" Gate Valve in Well	EA	1	1900.00	1900.00
29	4" Gate Valve in Well	EA	1	1860.00	1860.00
30	Hydrant Assembly, Type L or T	EA	36	2560.00	92,160.00
31	Connect 6" Water Main	EA	1	1660.00	1660.00
32	Connect 8" Water Main	EA	11	1660.00	18,260.00
33	Connect 12" Water Main	EA	5	1660.00	8300.00
34	2" Temporary Blow-Off Assembly	EA	18	52.00	936.00
35	Cut and Cap Existing Water Main	EA	15	460.00	6.900.00
36	Boring (12" Diameter Ductile Iron Class 54 Water Main w/Ploywrap)	LF	51	49.00	2499.00
37	20" O.D. Steel Casing (0.375" Min. Wall)	LF	51	142.00	7242.00
38	Directional Drilling (8" Diameter Ductile Iron Class 54 Water Main w/ Polywrap)	LF	628	48.00	30,144.00
39	2' Catch Basin	EA	179	650.00	116,350.00
40	3' Catch Basin	EA	3	975.00	2925.00
41	3' Catch Basin (Special)	EA	5	1250.00	6250.00
42	4' Catch Basin	EA	26	1100.00	28,600.00
43	4' Manhole (Special)	EA	1	1400.00	1400.00
44	Drainage Structure Cover (If Necessary)	Lbs.	1,050	1.10	1155.00
45	12" RCP C76-CL-IV Storm Sewer (Trench "B")	LF	792	20.00	15,840.00
46	12" C.M.P. (14 Gauge)	LF	1,572	20.00	31,440.00
47	18" C.M.P. (14 Gauge)	LF	90	29.00	2610.00
48	12" End Section, Metal	EA	66	95.00	6270.00
49	18" End Section, Metal	EA	1	190.00	190.00
50	8" Edge Drain	LF	13,479	20.40	274,971.60
51	12" Edge Drain	LF	5,269	21.50	113,283.50
52	18" Edge Drain	LF	914	33.00	30,162.00
53	Tap Manhole	EA	1	360.00	360.00
54	Catch Basin, Reconstruct	VF	22	57.00	1254.00
55	Regrade Ditch	LF	19,576	3.80	74,388.80

56	Concrete Approach, 6"	SY	1,825	3.90	7,117.50
57	Concrete Sidewalk, 4"	SF	280	2.85	798.00
58	Concrete Sidewalk Ramp, ADA	SF	200	5.20	1040.00
59	Concrete Curb and Gutter (If Necessary)	LF	100	15.60	1560.00
60	Sanitary Manhole Adjustment (If Necessary)	EA	5	207.00	1035.00
61	6" Diameter Sanitary House Lead (If Necessary)	LF	200	20.50	4100.00
62	HMA, 2C	TON	75	118.00	8850.00
63	HMA, 3C	TON	56	123.00	6,888.00
64	HMA, 4C	TON	38	152.00	5776.00
65	MDOT Bituminous Mix No. 500 (20C)	TON	558 JP	108.00 ~~119.00~~	60,264.00 ~~66,402.00~~ JP
66	MDOT Bituminous Mix No. 1100T (20AA)	TON	279 JP	112.00 ~~134.00~~	31,248.00 ~~37,386.00~~ JP
67	HMA Approach (1100T, 36B)	TON	1,384 JP	89.00 ~~120.00~~	123,176.00 ~~166,080.00~~ JP
68	Sylvax Cold Patch Material (If Necessary)	TON	50	120.00	6,000.00
69	Butt Joint, 6' Wide	SY	500 JP	9.00 ~~21.00~~	4,500.00 ~~10,500.00~~ JP
70	6" Aggregate Base, 21AA Limestone	SY	3,380	3.44	11,627.20
71	Maintenance Aggregate	TON	2,600	18.25	47,450.00
72	Traffic Maintenance and Control	LS	1	6000.00	6000.00
73	Watering, 1,000 gal/unit	Unit	500	10.00	5000.00
74	Mowing	EA	5	520.00	2600.00
75	Seeding, w/4" Topsoil	SY	23,000	2.60	59,800.00
76	Sodding, w/3" Topsoil	SY	15,000	3.73	55,950.00
77	Repair Sprinklers, Included	Included	Included	—	—
78	Sod Replacement (If Necessary)	SY	500	8.00	4000.00
79	Weed Control (If Necessary)	SY	500	.26	130.00
80	Catch Basin Inlet Filter (Silt Sac)	EA	214	115.00	24,610.00
81	Soil Erosion Control Fence (If Necessary)	LF	100	1.50	150.00
82	Mail Box Posts (If Necessary)	EA	25	42.00	1050.00
83	Temporary Gang Assembly (If Necessary)	EA	10	.01	0.10
84	Construction Observation (Engineer's Opinion of Number of Crew Days = 150)	Crew Days	200	$380.00	76,000.00

TOTAL AMOUNT OF BASE BID: $ ~~2,430,497.19~~ 2,369,317.19 JP

ALTERNATE #1 Substitute Class 54 Ductile Iron Water Main with HDPE SDR-11 Water Main:

*Replace base bid items #19 thru #24 with the following:

Item Num.	Item	Unit	Total Quantity	Unit Cost	Total Cost
19	12" HDPE Water Main (Trench Detail F)	LF	4,260		
20	12" HDPE Water Main (Trench Detail G)	LF	1,587		
21	8" HDPE Water Main (Trench Detail F)	LF	6,263		
22	8" HDPE Water Main (Trench Detail G)	LF	3,402		
23	6" HDPE Water Main (Trench Detail F)	LF	30		
24	6" HDPE Water Main (Trench Detail G)	LF	50		
A	Short Water Service Connections	EA	97		
B	Long Water Service Connections	EA	79		

SUB-TOTAL: $_____

TOTAL AMOUNT OF ALTERNATE #1 BID: $_____

ALTERNATE #2 Substitute Class 54 Ductile Iron W.M. with PVC C900-07 (Fusible) SDR-18 W.M.:

*Replace base bid items #19 thru #24 with the following:

Item Num.	Item	Unit	Total Quantity	Unit Cost	Total Cost
19	12" PVC C-900-07 (Fusible) W.M. (T. D..F.)	LF	4,260		
20	12" PVC C-900-07 (Fusible) W.M. (T.D.G.)	LF	1,587		
21	8" PVC C-900-07 (Fusible) W.M. (T.D. F.)	LF	6,263		
22	8" PVC C-900-07 (Fusible) W.M.(T.D.G.)	LF	3,402		
23	6" PVC C-900-07 (Fusible) W.M.(T.D.F.)	LF	30		
24	6" PVC C-900-07 (Fusible) W.M.(T.D.G.)	LF	50		

SUB-TOTAL: $_____

TOTAL AMOUNT OF ALTERNATE #2 BID: $_____

The City reserves the right to accept any bid, or to reject any or all bids, to waive any and all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, the City reserves the right to reject the Bid of any Bidder if the City believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City.

The undersigned agrees to furnish the required bonds and insurance certificates within seven (7) days after the acceptance of this proposal and further agrees to start construction within ten (10) days after being notified that work can begin.

The company representative does warrant that by signing the bid documents, the additional insured endorsement will be included in the insurance coverage supplied to the City as part of the specified requirements. All project work shall be completed by July 1, 2009.

Company: T.R. Pieprzak Co.

Signed: James Pieprzak

By: James Pieprzak

Title: Pres.

Address: 6267 St. Clair Hwy
China Twp, MI.

County St. Clair

Telephone: 810-329-4027

FAX: 810-329-6359

LEGAL STATUS OF BIDDER

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

A corporation duly organized and doing business under the laws of the State of Michigan for whom James Piepczak whose signature is affixed to the Proposal, is duly authorized to execute contracts.

A Partnership, all members of which, with addresses, are:

An Individual, whose signature is affixed to the Proposal.

Please give the following information regarding your Proposal for this bid:

1. Number of years of experience in this work,

   45 YEARS

2. List the number and types of equipment to be used if awarded this bid:

   8 EXCAVATORS, 7 Loaders, 6 DOZERS, graders, SCRAPERS, Roller, Compactor, gravel TRAINS (3)

3. List the municipalities that you have contracted with during the past three years for this type of work:

   City of Mt. Clemens — St. Clair County Public Works
   SANILAC County — St. Clair County Drain Comm
   Village of Emmett — St. Clair Shores

4. Name of your bank and other financial reference:

   FIFTH / THIRD
   St. Clair, Mich.

5. Name of your insurance carrier: HRH - Cincinati Ins.

   PL/PD/BI Insurance carrier: HUB, Regal & Hobbs (CINCINNATI INS. Co.)

   Workman's Compensation: Accident Fund

   Amount of Insurance Coverage: will forward copy of cert. upon Request.

6. Comments:

Signed: James Pieprzak

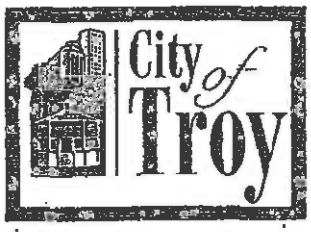
Title: Pres.

Name & Address of Firm: T. R. Pieprzak Co.
6267 St. Clair Hwy.
China Twp, MI 48054

Date: 9/24/2008

500 W. Big Beaver
Troy, MI 48084
(248) 524-3300

The City of Tomorrow...



...Today

October 7, 2008

RECEIVED
BY DATE 10/14/08

Mr. James Pieprzak, President
T.R. Pieprzak Co., Inc.
6267 St. Clair Highway
China Twp., MI 48054

Re: **Notice of Award**
Contract No. 08-2
Section 9 Water Main Replacement

The Troy City Council awarded the above-referenced contract on Monday, October 6, 2008. This is your formal notice of award. Please execute six (6) copies of the enclosed contract books providing the required insurances and bonds and return them to the Engineering Department as soon as possible, but no later than ten (10) days after receipt of the documents.

In accordance with Item 7 of the Instructions to Bidders:

> *The Bidder to whom the Contract shall have been awarded will be required to execute at least five (5) copies of the Contract in the form attached hereto and to furnish surety and insurance certificates, all as required. In case of his refusal or failure to do so within ten (10) days after award, he will be considered to have abandoned all his rights and interests in the award, and his Bid deposit may be declared forfeited to the City as liquidated damages and the award may then be made to the next best qualified Bidder or the work re-advertised as the City may elect.*

A written notice to proceed will be forwarded after the contract documents have been fully executed by T.R. Pieprzak Co., Inc. and the City. As you are aware, no physical work may begin on this contract until the City issues a formal Notice to Proceed.

If you have any questions, please contact me at 248-524-3385.

Sincerely,

Antonio Cicchetti, P.E.
Civil Engineer

cc: Steve Vandette, City Engineer
Joe Lietaert, Inspector Supervisor

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BID TABULATION
...ION ... WATER MAIN REPLACEMENT
CITY OF OAKLAND ...NTY, MICHIGAN

Item	Unit	Quantity	T.R. Piaprzak Co 6267 St. Clair Hwy. China, MI 48054		Tyger Excavating, Inc. 57250 Rosell Road New Haven, MI 48048		Teltow Contracting, Inc. 4678 Meldrum Road Casco, MI 48064	
			Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
BASE BID								
1 Mobilization, Max $25,000	LS	1	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
2 Audio-Video Route Survey	LS	1	2,280.00	2,280.00	5,000.00	5,000.00	3,500.00	3,500.00
3 Exploratory Excavation (If Necessary)	EA	3	940.00	2,820.00	600.00	1,800.00	700.00	2,100.00
4 Remove Tree, 6" - 18"	EA	11	155.00	1,705.00	450.00	4,950.00	260.00	2,860.00
5 Remove Tree, 42"	EA	1	1,040.00	1,040.00	1,000.00	1,000.00	1,100.00	1,100.00
6 Clearing and Grubbing	LS	1	1,555.00	1,555.00	10,000.00	10,000.00	3,500.00	3,500.00
7 Tree Protective Fence	LF	200	5.20	1,040.00	2.00	400.00	5.00	1,000.00
8 Tree Root Trenching	LF	200	5.20	1,040.00	3.00	600.00	5.00	1,000.00
9 Remove Pavement	SY	3,380	3.28	11,086.40	4.50	15,210.00	5.00	16,900.00
10 Remove Approach	SY	6,475	3.09	20,007.75	4.00	25,900.00	5.00	32,375.00
11 Remove Sidewalk	SY	106	3.09	327.54	4.00	424.00	5.00	530.00
12 Remove Sewer	LF	2,272	4.15	9,428.80	3.00	6,816.00	5.00	11,360.00
13 Remove Culvert	EA	205	104.00	21,320.00	70.00	14,350.00	50.00	10,250.00
14 Remove Drainage Structure	EA	17	155.00	2,635.00	150.00	2,550.00	300.00	5,100.00
15 Remove Hydrant Assembly	EA	23	155.00	3,565.00	500.00	11,500.00	300.00	6,900.00
16 Abandon Water Main	Included	Included	Included	Included	Included	Included	Included	Included
17 Abandon Gate Valve and Well	EA	19	176.00	3,344.00	150.00	2,850.00	300.00	5,700.00
18 Abandon Water Stop Box	EA	1	31.00	31.00	150.00	150.00	105.00	105.00
19 12" Diameter Ductile Iron Class 54 Water Main w/Polywrap (Trench Detail F)	LF	4,260	56.00	238,560.00	52.50	223,650.00	54.00	230,040.00
20 12" Diameter Ductile Iron Class 54 Water Main w/Polywrap (Trench Detail G)	LF	1,587	61.00	96,807.00	57.50	91,252.50	60.00	95,220.00
21 8" Diameter Ductile Iron Class 54 Water Main w/Polywrap (Trench Detail F)	LF	6,263	38.00	237,994.00	37.75	236,428.25	40.00	250,520.00
22 8" Diameter Ductile Iron Class 54 Water Main w/Polywrap (Trench Detail G)	LF	3,402	45.00	153,090.00	42.75	145,435.50	47.00	159,894.00
23 6" Diameter Ductile Iron Class 54 Water Main w/Polywrap (Trench Detail F)	LF	30	34.00	1,020.00	31.50	945.00	36.00	1,080.00
24 6" Diameter Ductile Iron Class 54 Water Main w/Polywrap (Trench Detail G)	LF	50	39.00	1,950.00	36.50	1,825.00	43.00	2,150.00
25 16"x12" Tapping Sleeve Valve & Well	EA	1	8,300.00	8,300.00	12,500.00	12,500.00	7,000.00	7,000.00
26 12" Gate Valve in Well	EA	13	3,080.00	40,040.00	3,000.00	39,000.00	3,500.00	45,500.00
27 8" Gate Valve in Well	EA	22	2,150.00	47,300.00	2,100.00	46,200.00	3,000.00	66,000.00
28 6" Gate Valve in Well	EA	1	1,900.00	1,900.00	1,900.00	1,900.00	2,800.00	2,800.00
29 4" Gate Valve in Well	EA	1	1,860.00	1,860.00	1,800.00	1,800.00	2,700.00	2,700.00
30 Hydrant Assembly, Type L or T	EA	35	2,560.00	92,160.00	2,300.00	82,800.00	3,150.00	113,400.00
31 Connect 6" Water Main	EA	1	1,660.00	1,660.00	3,000.00	3,000.00	1,500.00	1,500.00
32 Connect 8" Water Main	EA	11	1,660.00	18,260.00	3,000.00	33,000.00	1,700.00	18,700.00
33 Connect 12" Water Main	EA	5	1,660.00	8,300.00	3,500.00	17,500.00	1,900.00	9,500.00
34 2" Temporary Blow-Off Assembly	EA	18	52.00	936.00	150.00	2,700.00	900.00	16,200.00
35 Cut and Cap Existing Water Main	EA	15	460.00	6,900.00	150.00	2,250.00	500.00	7,500.00
36 Boring (12" Diameter Ductile Iron Class 54 Water Main w/Polywrap	LF	51	49.00	2,499.00	150.00	7,650.00	175.00	8,925.00
37 20" O.D. Steel Casing (0.375" Min. Wall)	LF	51	142.00	7,242.00	90.00	4,590.00	10.00	510.00
38 Directional Drilling (8" Diameter Ductile Iron Class 54 Water Main w/Polywrap	LF	625	48.00	30,144.00	80.00	50,240.00	89.00	55,892.00
39 2" Catch Basin	EA	179	650.00	116,350.00	750.00	134,250.00	450.00	80,550.00

SECTION 2 WATER MAIN REPLACEMENT

CITY OF OAKLAND UNTY, MICHIGAN

Item	Unit	Quantity	T.R. Pieprzak Co 6267 St. Clair Hwy. China, MI 48054 Unit Price	Total Cost	Tyger Excavating, Inc. 57250 Rosell Road New Haven, MI 48048 Unit Price	Total Cost	Teltow Contracting, Inc. 4678 Meldrum Road Casco, MI 48064 Unit Price	Total Cost
80 Catch Basin Inlet Filter (Silt Sac)	EA	214	115.00	24,610.00	50.00	10,700.00	80.00	17,120.00
81 Soil Erosion Control Fence (If Necessary)	LF	100	1.50	150.00	2.00	200.00	1.00	100.00
82 Mail Box Posts (If Necessary)	EA	25	42.00	1,050.00	20.00	500.00	25.00	625.00
83 Temporary Gang Assembly (If Necessary)	EA	10	0.01	0.10	50.00	500.00	100.00	1,000.00
84 Construction Observation (Engineer's Opinion of Number of Crew Days = 150)	CREW DAYS	$ 380.00	200.00	76,000.00	130.00	49,400.00	155.00	58,900.00
TOTAL AMOUNT OF BASE BID:				$ 2,293,317.19		$ 2,376,370.25		$ 2,414,828.25
ALTERNATE #1								
Substitute Class 54 Ductile Iron Water Main with HDPE SDR-11 Water Main. Replace base bid items #19 thru #24 with the following:								
19 12" HDPE Water Main (Trench Detail F)	LF	4,260						
20 12" HDPE Water Main (Trench Detail G)	LF	1,587						
21 8" HDPE Water Main (Trench Detail F)	LF	6,263						
22 8" HDPE Water Main (Trench Detail G)	LF	3,402						
23 6" HDPE Water Main (Trench Detail F)	LF	30						
24 6" HDPE Water Main (Trench Detail G)	EA	50						
A Short Water Service Connections	EA	97						
B Long Water Service Connections		79						
SUB-TOTAL:				NO BID		NO BID		NO BID
TOTAL AMOUNT OF ALTERNATE #1 BID:								

Consumers Energy

A CMS Energy Company

4600 Coolidge Hwy, Royal Oak, MI 48073

PRE-CONSTRUCTION MEETING MINUTES ADDENDUM

Project Name/Location Troy Section 9 Water Main Replacement

Agency Proj. No. 08-2 Date 11/5/2008 CECo DA Model No. RO-08-0058

ITEMS DISCUSSED WITH THE CONTRACTOR

1. MISS DIG/Public Act 53 - 1-800-482-7171
   - A. Three working days notice
   - B. Expose with hand tool in advance (find today what you will cross tomorrow)
   - C. Support and protection of CECo facilities as per the "Design Planning & Damage Prevention Guide"
   - D. Excavators boring or auguring under, over, or in close proximity of Consumers Energy facilities must open a window over facilities to ensure there will be no conflicts
   - E. Recall for staking when:
     1. There are no markings or clearances given
     2. You are unable to locate the facility with a hand tool
   - F. Construction schedule changes.

2. Emergency Situations - Phone 1-800-477-5050 Have a specific location ready for request!
   - A. Broken Lines
     1. Protect the public
     2. Use O.S.H.A. approved slopes or shoring required in any excavation to be entered for gas facility repair
     3. Call CECo and Public Safety Departments
     4. Do not, under any circumstances, touch or attempt to control/repair damaged facilities yourself

3. Contact CECo When
   - A. There is damaged coating to a facility, such as a service or main
   - B. There are dents or stresses to a facility
   - C. Unmarked services/mains and/or unknown fittings are discovered/exposed
   - D. Above ground/surface facilities are damaged or disturbed
   - E. Service cut and reconnects are required

4. Consumers Energy Contacts
   - A. Engineering Coordinator John Hill 248-433-5618
   - B. Damage Prevention and Staking Concerns Phil Szymanski 248-433-5751
   - C. Consumers Energy Transmission & Storage Lines Tim Coppernoll 517-788-0998

Conflicts/Special Conditions:

A portion of the natural gas facilities is currently being replaced on the following streets Houghton, Wright, Florence, Blanche, and Habrand.

If during construction any threaded or mechanical fittings or service tees are exposed please contact Phil Szymanski, (248) 433-5751. These fittings/ service tees will have to be inspected and possibly reinforced.

Please use caution with regards to all long side service crossings. As always, Miss Dig staking prevails and hand digging to expose our gas facilities is mandatory. Support gas main and services at all edge drain and water main crossings. Do not back fill directly over gas services or mains. Prior to backfilling ensure proper support is underneath the gas mains and services to eliminate potential damages to gas facilities (see Excavators Damage Prevention Guide).

Include notification to CECo when contaminated ground is encountered.

11. Plan Sheet #13: The pay item quantity is incorrect for the "Remove Culvert" pay item in the quantity summary list. REPLACE the quantity "10 EA" WITH "8 EA"

12. Plan Sheet #16: ADD the following note above the quantity summary list: "See Sheet #40 For Edge Drain Profiles".

13. Plan Sheet #17: ADD the following note above the quantity summary list: "See Sheet #41 For Edge Drain Profiles".

14. Plan Sheet #18: The pay item description is misspelled for "12" End Section, Metal" in the quantity summary list. REPLACE "12 End Section, Metal" WITH "12" End Section, Metal".

15. Plan Sheet #18: The water main quantity shown on the top of the plan sheet is incorrect. REPLACE "789 L.F. 8" Water Main" WITH "839 L.F. 8" Water Main"

16. Plan Sheet #19: The southerly match line station is shown at an incorrect location. REVISE plan to relocate "Match Line Sta. 59+00" TO Sta. 59+00.

17. Plan Sheet #20: The pay item quantity is incorrect for the "Remove Culvert" pay item in the quantity summary list. REPLACE the quantity "14 EA" WITH "13 EA"

18. Plan Sheet #20: The pay item quantity is incorrect for the "Remove Sewer" pay item in the quantity summary list. REPLACE the quantity "75 LF" WITH "187 LF"

19. Plan Sheet #21: The pay item description is incorrect for "Abandon Gate Valve & Well" in the quantity summary. REPLACE "Remove Gate Valve & Well" WITH "Abandon Gate Valve & Well".

20. Plan Sheet #21: ADD the following pay item and quantity in the quantity summary list: "Remove Tree, 8" - 18" - 1 EA."

- **ALL DRAWING REVISIONS NOTED ABOVE WILL BE REFLECTED IN CONSTRUCTION PLANS ISSUED PRIOR TO OR AT THE PRE-CONSTRUCTON MEETING.**

CONTRACT SPECIFICATIONS – TABLE OF CONTENTS

1. Revised to reflect revisions noted in Addendum #1

CONTRACT SPECIFICATIONS - PROPOSAL

Proposal – Issued with this Addendum No. 1

1. ADD the following Pay Items, Units, and Quantities:
   a. 18" End Section, Metal – 1 EA
   b. MDOT Bituminous Mix No. 500 (20C) – 558 TON
   c. MDOT Bituminous Mix No. 1100T (20AA) – 279 TON

2. REVISE the quantities and/or units for the following pay items:
   a. Remove Tree, 8" – 18" – 11 EA
   b. Remove Sewer – 2,272 LF
   c. Remove Pavement – 3,380 SY
   d. Remove Culvert – 205 EA
   e. 4' Manhole (Special) – 1 EA
   f. 18" C.M.P. (14 Gauge) – 90 LF

g. 8" Edge Drain – 13,479 LF
h. 18" Edge Drain – 914 LF
i. Catch Basin, Reconstruct – 22 VF
j. Regrade Ditch – 19,576 LF
k. Concrete Sidewalk Ramp, ADA – 200 SF
l. HMA, 2C – 75 TON
m. HMA, 3C – 56 TON
n. HMA, 4C – 38 TON
o. 6" Aggregate Base, 21AA Limestone – 3,380 SY
p. Maintenance Aggregate – 2,600 TON
q. Sodding, w/3" Topsoil – 15,000 SY
r. Catch Basin Inlet Filter (Silt Sac) – 214 EA

3. REVISE the pay units for "Short Water Service Connections" and "Long Water Service Connections" in the Alternate #1 section FROM "LF" TO "EA"

CONTRACT SPECIFICATIONS – SPECIAL PROJECT REQUIREMENTS

1. REVISE the "Short and Long Water Service Connections" specification to be more comprehensive and include water stop boxes with the work.
2. REVISE the "8", 12", and 18" Edge Drain" specification to include smooth lined corrugated polyethylene pipe as an acceptable substitute.
3. REVISE the "Catch Basin, Reconstruct" specification to include new frame and covers with the work.
4. REVISE the "6" Diameter Sanitary House Lead (If Necessary)" specification to be more comprehensive.
5. REVISE the "Remove Drainage Structure" specification to better clarify scope of work.
6. REVISE the "12" & 18" C.M.P. Culvert and End Sections" specification to include 18" C.M.P. and 18" end section provisions.

Due to formatting, the entire "Special Project Requirements" Section is included with this Addendum No. 1

CONTRACT SPECIFICATIONS – OPEN CUT SEWER

1. The header for the specification "Open Cut Sewer" is incorrect on every 2nd page. REPLACE the specification "Open cut Sewer" WITH the attached.

CONTRACT SPECIFICATIONS – PAVEMENT RESTORATION

2. REVISE the specification to include provisions for MDOT Bituminous Mix No. 500 (20C) and 1100T (20AA) REPLACE page 6 of 6 of the "Pavement Restoration" specification WITH the attached page 6 of 6.

This Addendum No. 1 has been issued in order to clarify, modify, remove, and/or add additional items to the original bid package. The Contractor shall acknowledge receipt of this Addendum by signing in the location provided below and on Page 1 of the Proposal and incorporating this Addendum No. 1 with the submission of his bid.

FAILURE TO INCLUDE ADDENDUM NO. 1 AND ITS ATTACHMENTS WILL RESULT IN REJECTION OF THE BID.

Very truly yours,

City of Troy Engineering Department

Antonio Cicchetti, P.E.

Attachment
pc: All Bidders, S.Vandette, B.Huotari

Acknowledged Receipt of Addendum No. 1

Company: T.R. Piepszak Co.

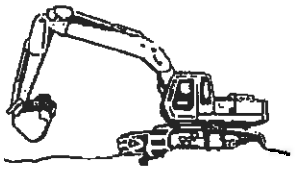
Signature: James Piepszak

Printed Name: James Piepszak

Title: Pres.

Dated: 9/24/2008

T.R. Pieprzak Co., Inc.
UNDERGROUND CONTRACTORS



Phone: 810.329.4027 · Fax: 810.329.6359 · 6267 St. Clair Hwy. China Twp., MI 48054

November 17, 2008

City of Troy-Contract 08-2

Att: Antonio Cicchetti
Re: Minutes to preconstruction meeting

Dear Mr. Cicchetti:

As dicussed at the preconstruction meeting, Mike Babel announced during your conversation regarding the "Exploratory Excavation" that T.R. Pieprzak Company plans to use this pay item to locate utilities as we determine necessary and that he would check the contract book to clarify the city's interpretation. This should have been added to the minutes of the meeting.

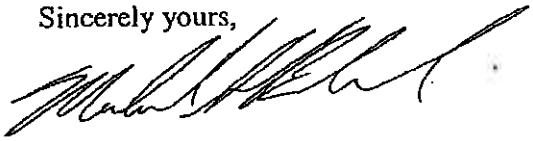
After the meeting we checked the contract book under "Special Project Requirements" Exploratory Excavation. It reads: "This item of work shall include the time, personnel, and equipment necessary to excavate, probe, research, etc, areas within the proposed water main and edge drain locations to investigate existing utility locations (i.e. storm sewer, gas etc.) in order to resolve potential utility crossing conflicts." " The pay item Exploratory Excavation shall be paid for each."This includes all utilities, even sanitary leads. Exploratory Excavation does not read, it was not intended to be utilized for "certain" utility work. No where on the plans does it state where these exploratory excavations are to take place. You show only 3 on the bid quantities, but it appears there will be significantly more.

Your inspector and our crews will coordinate the number of utility explorations as we encounter them.

Also, regarding issued 5C, gas main, T.R. Pieprzak Company feels this is not worded properly. It should read; If steel gas services are encountered and contact is made no matter how minor, the contractor is to look for a meter outside the house. If none can be seen, then they are to rip the gas service out of the ground, and Consumer's Engery will not charge the contractor for any repair. As stated by Phil S., " we do not need any house blown up".

These are the changes we feel are needed to the minutes of the meeting.

Sincerely yours,



Mike Babel
Estimator/Project Manager

500 W. Big Beaver
Troy, MI 48084
(248) 524-3300

The City of Tomorrow... ...Today

November 18, 2008

Mr. Mike Babel
T.R. Pieprzak Co.
6267 St. Clair Highway
China, MI 48054

Regarding: Exploratory Excavation
Section 9 Water Main Replacement

The purpose of this letter is to formally respond to your correspondence dated November 17, 2008 specifically regarding the pay item "Exploratory Excavation (If Necessary)". In your letter, you contend that you wish to utilize this pay item to locate sanitary sewer services during the course of construction.

According to note #3 on sheet #2 of the construction plans, "....The contractor shall verify locations & depths of all buried utilities...sanitary sewer leads...prior to construction of the proposed water main..."

As mentioned in the pre-construction meeting, this pay item was never intended to be used for sanitary sewer services as demonstrated by the fact that there are only three (3) bid quantities for this work noted in the proposal. Contrary to your letter, there is a location on the plans where this pay item is called out (sheet #35). At this location, the proposed water main is crossing 12", 15" & 24" storm sewers. The additional two (2) bid quantities for this work were included in the Proposal as a precaution in case needed elsewhere on the project.

It is important to point out that this pay item, as written in the specifications, is to be used "If Necessary". This means at locations pre-determined by the Engineer. Part of the decision process would be where the complexity of the underground utility locations necessitates the verification of these locations prior to construction (see example on sheet #35 noted above). The existing sanitary sewer services are not at the level of complexity necessary to warrant the use of this pay item.

As mentioned at the pre-construction meeting, our inspectors will assist your crews in anticipating the crossing of the existing sanitary sewer services. We do not believe this will be a major issue given that the services should be very deep in relation to the proposed water main. Just in case, provisions are in place in the Contract for the replacement of sanitary sewer services in case they are disturbed.

If you have any further questions, please let me know.

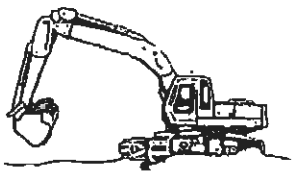
Sincerely,

Antonio A. Cicchetti, P.E.
Civil Engineer

cc: Steve Vandette, PE, City Engineer
Bill Huotari; PE, Deputy City Engineer
Joe Lietaert, Inspection Supervisor

Contracts - 2008\08-2 Section 9 Water Main Replacement\Correspondence\response_letter.doc

T.R. Pieprzak Co., Inc.
UNDERGROUND CONTRACTORS



Phone: 810.329.4027 • Fax: 810.329.6359 • 6267 St. Clair Hwy. China Twp., MI 48054

November 21, 2008

City of Troy
500 W. Big Beaver
Troy, MI 48084

Att: Antonio Cicchetti

Re: Exploratory Excavation Response
Section 9 Water Main Replacement

Dear Mr. Cicchetti

This letter is in response to you letter dated November 18, 2008 specifically regarding the pay item "Exploratory Excavation (If Necessary)". T.R. Pieprzak (TRP) disagrees with the owners interpretation of the pay items and the contract documents.

As stated in the contract General Conditions 2/13 C. Special Provisions prevail over all other parts of the contract. Further more the Special Provisions were modified with Addendum #1 – 9/17/08, which included the description of the pay item for Exploratory Excavation (If Necessary). As Stated in the Addendum #1 – 9/17/08 Exploratory Excavation (If Necessary) "This item of work shall include the time, personnel, and equipment necessary to excavate, probe, research, etc. areas within the proposed water main and/or edge drain locations to investigate existing utility locations (i.e. storm sewer, gas, etc.) in order to resolve potential utility crossing conflicts. The amount of time necessary to perform the above noted investigation will be a maximum of 4 hours. The pay item "Exploratory Excavation (If Necessary)" shall be paid for per Each (EA) and shall include all labor, equipment, and materials necessary to complete the work in accordance with the above specification."

TRP disagree with your definition of (If Necessary). The Contract General Conditions Section 1. Definitions/Abbreviations does not list (If Necessary) as an abbreviation.

TRP plans to use the Exploratory Excavation pay item to locate and resolve potential utility crossing conflicts as the contract states. Let this letter serve as notice that the owner and the contractor should keep track of the Exploratory Excavation units as they are completed so there is not a discrepancy when the project is completed.

Contract Modification

Council Resolution # 2008-10-315-F-4b

12/4/2008 4:05 PM
FieldManager 4.3a

Contract: _08-2, Section 9 Water Main Replacement

Cont. Mod. Number	Revision Number	Cont. Mod. Date	Electronic File Created	Net Change	Awarded Contract Amount
1		12/4/2008	No	$76,728.00	$2,369,317.19

Route	Managing Office	District
	Engineering Field Office	0

Contract Location
South of Square Lake, West of Livernois - Section 9

Short Description

Agreement between the T.R. Pieprzak Co. Inc. and the City of Troy

Description of Changes

Agreement between the T.R. Pieprzak Co. Inc. and the City of Troy, corrections to the Contract are as follows.

1.Contract Item #3, Exploratory Excavation (If Necessary) --- this item is hereby eliminated.
All costs associated with verifying the location and elevation of all existing underground house services, including but not limited to gas, water and sanitary services shall be considered included with the water main and/or edge drain construction. Excavation to verify the alignment and elevation of existing underground utilities, excluding house services, shall be conducted at locations denoted on the plans or as directed by the Engineer prior to water main and/or edge drain construction. Payment for this work shall be made on a time and material basis. Labor rates for personnel anticipated to be involved with this work and rates for anticipated equipment shall be submitted to the Engineer and approved prior to conducting this work on time and materials.

2. Contract Item #38, Directional Drilling. The unit price for this work shall be $84 to correct an obvious error by the Contractor in his proposal. This unit price was transposed to $48 in the proposal. The new unit price is in line with current rates for this work.

3. Contract Item #56 Concrete Approach, 6". The unit price for this work shall be $35.10 to correct an obvious error by the Contractor in his proposal. The unit price at $3.90 in the proposal is a square foot price instead a square yard price that was called for in the proposal. The new unit price is in line with current rates for this work.

The corrections to these unit prices does not change the ranking of the bidders based on the total cost of contractor work items. Construction observation costs are excluded; all observation is being done by in-house city staff, not by consultants. T.R. Pieprzak Co. Inc., is still the low bidder on this project.

Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
Exploratory Excavation (If Necessary)	_3	0010	.0015	01.508.5	.00	Original	-3.000	EA	940.00000	$-2,820.00

Reason: See Description of Changes above for Explanation.

City of Troy

Contract Modification

Mailed 12/8/08

Council Resolution # 2008-10-315-F-4b

12/4/2008 4:05 PM
FieldManager 4.3a

Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
Directional Drilling (8" Diameter Ductil	_38	0185	0190	01.508.5	00	Original	-628.000	LF	48.00000	$-30,144.00
Reason: See Description of Changes above for Explanation. Item needs to be placed as a Modified Original Item.										
Concrete Approach, 6"	_56	0275	0280	01.508.5	00	Original	-1,825.000	SY	3.90000	$-7,117.50
Reason: See Description of Changes above for Explanation. Item needs to be placed as a Modified Original Item.										

Total Dollar Value: $-40,081.50

New Items

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	ItemType	Proposed Quantity	Unit	Unit Price	Dollar Value
Directional Drilling (8" Diameter Ductil	_38	0420	0425	01.508.5	00	Modified	628.000	LF	84.00000	$52,752.00
Reason: See Description of Changes above for Explanation.										
Concrete Approach, 6" Modified Original	_56	0425	0430	01.508.5	00	Modified	1,825.000	SY	35.10000	$64,057.50
Reason: See Description of Changes above for Explanation.										

Total Dollar Value: $116,809.50

Project / Category Summary

Project/Catg	Project/Category Description	Federal Number	Project Status	Finance System	Control Section	Dollar Value
01.508.5	Section 9 Water Main Replacement, Contract No. 08-2.	0	CNST			
00	Florence, Blanche, Habrand, McKinley, Houghton, Wright, Deinmore, Fabius (vacated), and Livernois Road					$76,728.00

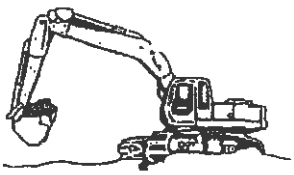
Total: $76,728.00

Total Net Change Amount: $76,728.00

If authorized, the contractor agrees to do the work outlined above under the direction of the Engineer, and to accept as payment in full the basis of payment as indicated. Prime Contractor, you are authorized and instructed as the contractor to do the work described herein in accordance with the terms of your contract.

Steven J. Vandette, P.E. - City Engineer (Signature) (Date)	Antonio Cicchetti, P.E. - Project Engineer (Signature) (Date)
(Signature) (Date)	T.R. Pieprzak Co., Inc. James Pieprzak 12-5-08 (Signature) (Date)

T.R. Pieprzak Co., Inc.
UNDERGROUND CONTRACTORS



Phone: 810.329.4027 - Fax: 810.329.6359 - 6267 St. Clair Hwy. China Twp., MI 48054

March 5, 2009

City of Troy
500 W. Big Beaver
Troy, MI 48084

Att: Antonio Cicchetti

Re: Utility Conflicts with Storm Sewer
Section 9 Water Main Replacement

Dear Mr. Cicchetti

Please be advised that we encountered an interference with our planned operations on this project. The interference is the utility conflicts with the proposed storm sewer. As discussed at the beginning of this project the water services and gas mains and services were being relocated in order to avoid conflicts with the proposed water main and storm sewer. During the meeting on the utility location pay item it was stated by the City that the gas main, gas services and water services were going to be below the proposed storm and would not need to be located. We are finding that the gas and water services are in conflict with the proposed storm and the services have to be lowered.

At the time of bid the City knew that this gas main would have to be removed during our operations and failed to inform TRP or any of the other bidders. TRP will expect to be paid for our additional costs associated with this additional work.

We will request additional compensation and time extension with inspection days. As soon as we are able to calculate the impact, we will advise you. We invite you to keep track of our additional costs and agree with our crews on a daily basis. If you have any questions or comments, please advise immediately.

Yours very truly,

T. R. Pieprzak Co. Inc.

Michael A. Babel
Estimator / Project Manager

500 W. Big Beaver
Troy, MI 48084
(248) 524-3300

The City of Tomorrow...

...Today

March 12, 2009

Mr. Mike Babel
T.R. Pieprzak Co.
6267 St. Clair Highway
China, MI 48054

Regarding: Utility Conflicts with Storm Sewer
Section 9 Water Main Replacement (Contract 08-2)

The purpose of this letter is to formally respond to your correspondence dated March 5, 2009 specifically regarding the interference your crews are experiencing with utility conflicts in the storm sewer construction.

In your correspondence, you mention that during the meeting about the "utility location pay item" the City stated that the gas and water services were going to be below the proposed storm sewer. To clarify, in that meeting the City indicated that the gas and water services should be below the proposed storm sewer, but there was no assurance given that all water and gas services would be below the proposed storm sewer.

In your correspondence, you mention that at the time of bid the City knew that some gas mains would be relocated and failed to inform TRP or the other bidders. The relocation of the gas mains was done prior to any of your operations starting in order to better facilitate construction and lessen potential conflicts. In short, to benefit your operations. The city denies your allegation that "the city knew their gas main would have to be removed" during your operations.

According to note #3 on sheet #2 of the construction plans, "....The contractor shall verify locations & depths of all buried utilities...prior to construction..." Also, according to item #1 of Contract Modification #1, "All costs associated with verifying the location and elevation of all existing ....gas, water ... services shall be considered included with the water main and/or edge drain construction..."

Based on the above, your request for additional compensation and time extension for this work is denied.

Please note that we will be taking measures to minimize water service conflicts as the construction progresses. One measure, for example, will be having the water services tap the water main nearer to the side of the pipe rather than the top. This should assist in maximizing the depth of the water services where they cross the proposed storm sewer.

If you have any further questions, please let me know.

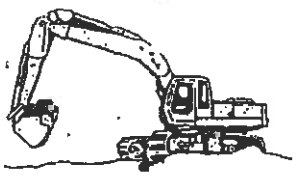
Sincerely,

Antonio A. Cicchetti, P.E.
Civil Engineer

cc: Steve Vandette, PE, City Engineer
Joe Lietaert, Inspection Supervisor

Contracts - 2008\08-2 Section 9 Water Main Replacement\Correspondence\response_letter2.doc

T.R. Pieprzak Co., Inc.
UNDERGROUND CONTRACTORS



Phone: 810.329.4027 • Fax: 810.329.6359 • 6267 St. Clair Hwy. China Twp., MI 48054

March 18, 2009

City of Troy
500 W. Big Beaver
Troy, MI 48084

Att: Antonio Cicchetti

Re: Utility Conflicts with Storm Sewer #2
Section 9 Water Main Replacement

Dear Mr. Cicchetti

This letter is in regards to the City of Troy's letter dated March 12, 2009. TRP disagrees with the City's position on the differing site conditions and the constructive changes that have been imposed on our operations due to the City actions.

Per your letter referenced above we agree that our crew are experiencing interference with the utility conflicts in the storm sewer construction. We disagree with the City's clarification to our meeting to discuss the exploratory excavation pay item. As stated in previous meet new utilities would be installed deep enough to avoid conflicts with the storm sewer installation. It is TRP belief that we should be able to excavate through these locations with out any hand excavation. Any damage to utilities would be the City's responsibility as they either installed the utility or witnessed and approved the install.

In your letter you stated, "The relocation of the gas mains was done prior to any of your operations starting in order to better facilitate construction and lessen potential conflicts. In short, benefit your operations." We agree that some of the water main would not have been able to be placed in their design locations due to the gas main conflicts. The City was aware of the gas main relocation that would allow the water mains to be placed in the proposed location. All that has to be done is to add a pay item for removal of gas main by the linear foot to the contract. Sense it was not added then it would be added now as we have already proposed in our letter dated February 24, 2009. Also note that during construction when you relocate utilities deeper that have to be located by hand digging it takes longer to find them in the field.

In your letter paragraph 4 you referenced note #3 on Sheet #2 of the construction plans which talks about locating utilities for the water main installation and states that the costs should be included in the water main unit price. TRP is not sure why this construction note is being brought up in our utility conflicts with the storm sewer claim. Note #3 was

super seeded by Addendum #1 – 9/17/08 all utility location was to be paid for by exploratory excavation unit price bid. Also note #3 references the water main installation and does not reference or apply to the storm sewer installation.

In paragraph #4 you also reference item #1 of the Contract Modification #1. Which deletes the exploratory excavation unit price and states that locating of these existing lines and includes them in the unit prices for water main and storm sewer. In note number #1 of the contract modification #1 there is an option to get paid on a time and material for utility locations that are special or out of the ordinary. TRP feels that we were mislead during our meeting on exploratory excavation and that we should be paid on a time and material basis for our additional costs.

Please note that we are continuing to install the storm sewer under a new water service installed by the City's Crews. The latest water services that were in conflict are at 5921 Houghton 3.5 feet deep, 405 Square Lake Road 3' deep ones were installed We are finding that the gas and water services are in conflict with the proposed storm and the services have to be lowered.

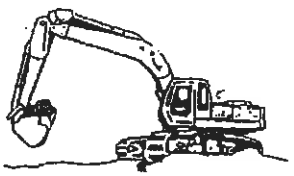
Be advised, we will request additional compensation and time extension with inspection days. As soon as we are able to calculate the impact, we will advise you. We invite you to keep track of our additional costs and agree with our crews on a daily basis. If you have any questions or comments, please advise immediately.

Yours very truly,

T. R. Pieprzak Co. Inc.

Michael A. Babel
Estimator / Project Manager

T.R. Pieprzak Co., Inc.
UNDERGROUND CONTRACTORS



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March 27, 2009

City of Troy
500 W. Big Beaver
Troy, MI 48084

Att: Antonio Cicchetti

Re: Water Service Conflicts
Section 9 Water Main Replacement

Dear Mr. Cicchetti

This letter is in regards to the City of Troy's water service installation that is ongoing. As you are aware the new water services have been in conflict with the new storm sewer.

This issue was brought to the City's attention and we were told that the City's crews would install the new services so they are not in conflict with our proposed storm sewer. We are continuing to find the new water services in conflict with the proposed storm sewer. On March 26, 2009 Jim Pieprzak withnessed the new water service being installed at approximately 3.5 feet deep in conflict with the proposed storm sewer. Jim pointed this out to the City's crew and was ignored. This service is located at 250 Habrand Street and will be an extra cost to the contract in the future along with any other new service installed in conflict. It should also be noted that the sprinkler system and the under drain in the yard were also both damaged by the City during the installation of the water service.

Be advised, we will request additional compensation and time extension with inspection days. As soon as we are able to calculate the impact, we will advise you. We invite you to keep track of our additional costs and agree with our crews on a daily basis. If you have any questions or comments, please advise immediately.

Yours very truly,

T. R. Pieprzak Co. Inc.

Michael A. Babel
Estimator / Project Manager

500 W. Big Beaver
Troy, MI 48084
(248) 524-3300

- The City of Tomorrow... ...Today

March 31, 2009

Mr. Mike Babel
T.R. Pieprzak Co.
6267 St. Clair Highway
China, MI 48054

Regarding: Requests for Extra Compensation
Section 9 Water Main Replacement (Contract 08-2)

The purpose of this letter is to formally respond to your correspondences dated February 23, 24, & 25, 2009 regarding requests for extra compensation due to apparent unexpected construction conditions. Below is our response to each request (note: all applicable inspectors' daily reports are attached for your record):

Request #1: Review of previously requested unit price for "12" directional bore water main" of $95.25 per LF

Response: **Unit price of $95.25 per LF is approved.**

Request #2: Locate mismarked 4" water main at Niles School on 2/12/09.

Response: Below is an account what transpired that day per Joe Lietaert (Inspection Supervisor):

The Full Bore crew arrived in the AM and was unprepared for boring. Upon going over things with G. Pieprzak, calls were placed to the water dept. and we gave them permission to fill their water tanks for the bore machine off a hyd. On site...They were told to see the water dept. and get a hyd. permit. Pieprzak ask a crewman of theirs to assist in locating utilities...After some delays a backhoe was brought to the site to assist. Crew spent an hour or more locating the electric for the parking lot lighting. They were also contending with wet soil conditions.
When I checked back at lunch time, I was told they had not found the 4" running west. I had the water dept. staker on site within 10 min. Lunch was taken as-well...Terry Pieprzak, arrived on site after 1:00pm if I'm not mistaken...
LOCATING this should not have stopped Full Bore from getting going...the crew should have been able to follow the 4" south 12'-14'. Had they cut and cap the main like I had been asking; this main would have been no issue.

Request, as submitted, is denied.

Request #3: Repair existing water main leak at Wright Street (STA 60+50) on 1/22/09.

Response: As mentioned in the pre-construction meeting (e.g. item 9-h of the meeting minutes) and as noted in the Contract (e.g. "Water Main Specifications" – page #6 and "General Conditions" – page #12, paragraph J), the contractor is responsible for protecting and maintaining all utilities, including water main, during the course of construction.

Request, as submitted, is denied.

Request #4: Repair existing water main leak at Wright Street (STA 60+59) on 1/28/09.

Response: See response to "Request #3" above. Also, there was an 80,000 lb. construction vehicle parked on top of the area where the water main leak occurred. This could have caused the leak.

Request, as submitted, is denied.

Request #5: Remove and replace hydrant at Blanche Street (STA 171+50) on 1/28/09.

Response: This extra work was approved by the City at the time it occurred. However, in this area the City allowed for the relocating of the proposed water main from the back of the existing ditch (e.g. plan location) to an alignment closer to the road. This alignment change allowed for a straight connection (e.g. no bends), time savings in moving the next gate valve & well to the east, and increase in the water main production. So, along with your request for increased compensation (e.g. $2,178.27 and ½ day crew day), the City believes that a credit is also due for the items noted above.

The request, as submitted, is approved with condition.

Request #6: Repair existing water main break at Wright Street (STA 60+84) on 1/21/09.

Response: The City believes this is a legitimate request. However, the situation was compounded due to a lack of proper repair materials by the contractor on the job site. City personnel had to provide repair parts and lighting for the contractor during this repair. A significant amount of time was wasted due to insufficient pumps, materials, etc. Approximately 50 homes were without water from 4:00 P.M. to 9:00 P.M. The City believes that the amount of the request for increased compensation (e.g. $7,238.76 & 1 crew day) should be adjusted due to the lack of preparation by the contractor.

The request, as submitted, is approved with condition.

Request #7: Removal of abandoned gas main TRP 7

Response: The bid and construction plans show the existing gas main and proposed water main on Florence Street. Upon review, it would be apparent to all bidders that interference between the two (2) utilities would have to be anticipated and the costs associated included with the bid cost for the project. Now, in order to mitigate this situation, Consumer's Energy decided to relocate the gas main in order to facilitate the water main construction. As a result, the water main construction was facilitated with the necessary removal of the abandoned gas main, which as noted above, should have been anticipated and the costs included with the project. Lastly, per the "Water Main Specifications" pages 6 & 7, the removal of the abandoned gas main is included with the water main construction.

Request, as submitted, is denied.

Request #8: Repair existing water main break at Habrand Street (STA 131+54) on 2/6/09

Response: See response to "Request #3" above. Also, the work crew tracked the excavator over the old water main area where the water main break occurred. This could have caused the break.

Request, as submitted, is denied.

Request #9: Duct bank and 54" sewer conflict TRP 8

Response: This situation was discussed at the progress meeting of 2/25/09. A solution was presented that appeared to be acceptable to all parties that would eliminate this request with a routine change in Contract quantities. The specific details to be determined in the near future.

If you have any further questions, please let me know.

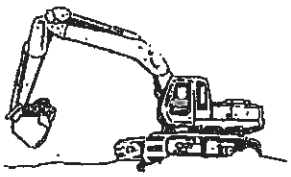
Sincerely,

Antonio A. Cicchetti, P.E.
Civil Engineer

cc: Steve Vandette, PE, City Engineer
Joe Lietaert, Inspection Supervisor

Contracts - 2008\08-2 Section 9 Water Main Replacement\Correspondence\response_letter3.doc

T.R. Pieprzak Co., Inc.
UNDERGROUND CONTRACTORS



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April 29, 2009

City of Troy
500 W. Big Beaver
Troy, MI 48084

Att: Antonio Cicchetti

Re: Response to March 31, 2009
Section 9 Water Main Replacement

Dear Mr. Cicchetti

The purpose of this letter is to respond to your letter dated March 31, 2009.

We agree with your request number 1.

We disagree, with your response to our request for extra locating miss-marked 4" watermain at Niles School on 2/12/09. Please note that the 4" watermain was located in 10 minutes when it was staked properly at the other location. The City did not know where the 4" was in that area and also did not know that it was not connected at Wright Street. Please note that even if the existing water main was cut and cap and was hit by the borings head it could have created even more problems.

We disagree with your response to our request for repairing the existing watermain leak at Wright Street (Station 60+50 on 1/22/09) and Wright Street (Station 60+59 on 1/28/09) Habrand Street (Station 131+54 on 2/6/09). The City's position on this issue is flawed in a number of ways. The first way is the Water Main Specifications – page 6 does state "protecting and maintaining all conduits, wires, pipes, sewers, drains, fences, hydrants, pavements, and sidewalks" no place do this stated that additional work not caused by the contractor has to be repaired at no additional cost to the owner. The second is the "General Conditions" – page #12 Paragraph J states " The Contractor shall protect, secure, and support existing pavement, driveways, sidewalks, curbs, poles, foundation, sewers, drains, gas mains, water mains, house services and any other surface or underground structures so as to avert there being damaged through his operations, and he shall repair or replace any damage caused through this operation, so that at the completion of the work the condition of existing surface and underground structures shall be as safe and permanent as it was before the Contractor commence with his work." Please note that we only charged for the watermain breaks that were not caused by our operations. This break was not caused by our operation furthermore the general

T.R. Pieprzak Co., Inc.
UNDERGROUND CONTRACTORS

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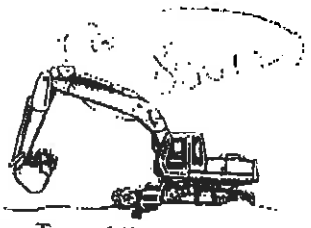

February 2, 2010

City of Troy
500 W. Big Beaver
Troy, MI 48084

Our auditors, Stuart, Franey, Matthews & Chantres, P.C., are conducting an audit of our financial statements. Please confirm the following information regarding our contract with you as of December 31, 2009.

Contract number and description: Section 9 Water Main Replacement – City of Troy

Original contract price	$2369317.19
Total approved change orders through change order #	$812895.41
Total contract price including change orders	$3182211.70
Total amount of progress billings as of December 31, 2009	$3107211.72
Less total amount of remittances as of December 31, 2009	$2244220.05
Less total amount of retainage as of December 31, 2009	$-0-
Total unpaid progress billings as of December 31, 2009	$862991.67

Please indicate below whether this is in agreement with your records. If there are differences, please provide any information that will assist our auditors in reconciling the differences. In addition, please provide details of any claims, back charges, or disputes that you are aware of concerning this contract.

Very truly yours,

Dawn M. Pieprzak

DAWN M. PIEPRZAK
T.R. Pieprzak Company, Inc.

04/22/2010 15:52 12483248888 SFMC PAGE 02/03

To: Stuart, Franey, Matthews & Chantres, P.C.

The information about T.R. Piepszak Co Inc on the preceding page is correct as of December 31, 2009 with the following exceptions (if any) (Please elaborate on any disputes, claims, back charges, etc.):

Signature Christina Adams, MSF
Title Accountant, City of Troy
Date 2/11/10

P.S. Please sign and date your response and mail your reply (both pages please) directly to Stuart, Franey, Matthews & Chantres, P.C., 28525 Orchard Lake Road, Farmington Hills, Michigan, 48334 in the enclosed return envelope. PLEASE DO NOT MAIL PAYMENTS ON YOUR ACCOUNT TO THE AUDITORS.

Fax Cover This is a confidential message, intended solely for the person to whom it is addressed. If you receive this message in error, please forward it to the correct person, or mail it back to us. Thank you.

STUART, FRANEY, MATTHEWS & CHANTRES, P.C.

28525 Orchard Lake Road
Farmington Hills, MI 48334
Phone: 248-324-2200
Fax: 248-324-8888

Attention: Pat	**From:** Mike Nordquist
Company: T.R. Pieprzak Co.	**Date:** 4/22/16

- ☐ Urgent
- ☐ Reply ASAP
- ☐ Please comment
- ☐ Please review
- ☐ For your information
- ☒ Per your request

Total pages, including cover: 3

City of Troy Confirmation

Release of All Claims

This Release of All Claims is executed on this _____day of 2011.

Recitals

T.R. Pieprzak Company, Inc., a Michigan Corporation ("Pieprzak") entered into a contract with the City of Troy, a Michigan Municipal Corporation, ("City") for the installation and related work in connection with the City of Troy Section 9 Water Main Replacement Project (Contract 08-2). All work under that contract has now been completed. Pieprzak has requested additional payment for items performed under the contract and has challenged the City's denial of payment for any work performed by Pieprzak for exploratory excavation.

City and Pieprzak have now reached an agreement regarding modifications to the contract payment amounts, which are set out in Contract Modifications # 6, #7 and #8, as Exhibit 1. The City has prepared a Construction Pay Estimate Report attached as Exhibit 2 where the City agrees to pay an additional $86,612.06 as full, final and fair settlement of all items due and owing to Pieprzak under the contract for the Section 9 Water Main Replacement Project. The City has also prepared a Construction Pay Estimate Amount Balance Report, attached as Exhibit 3, showing the total of all payments made to Pieprzak under the terms of the contract covering this Release of All Claims.

Release

The undersigned represents that he has the legal authority to sign this Release of All Claims on behalf of Pieprzak. By signing this release, the undersigned understands and acknowledges that upon receipt of payment of the sum of $86,612.06 by the City payable to: "T.R. Pieprzak Company, Inc", Pieprzak releases and is forever barred from making further claims or demands for non-payment (including claims or allegations of money damages set out in law suits, requests for arbitration or mediation or any other proceedings to recover money damages) against the City, its elected and appointed

officials, employees and volunteers and others working on behalf of the City, concerning the Section 9 Water Main Replacement Project contract. This includes but is not limited to, requests for additional money or other damages under any theory of contract, contract interpretation, modification of contract, oral modification of contract, or any other theory of law.

On behalf of Pieprzak the undersigned acknowledges that he read and understood this document. He also acknowledges that he has the right to consult with an attorney before signing this document.

T.R. Pieprzak Company, Inc.,
a Michigan Corporation

Witnesses:

By:_____

_____

Title:_____

_____

STATE OF MICHIGAN
IN THE CIRCUIT COURT OF OAKLAND COUNTY

T. R. PIEPRZAK COMPANY, INC.
A Michigan Corporation,

Plaintiff,

Case No. 11- -CK
Honorable

v.

CITY OF TROY,

Defendant.

Eric J. Plessland (P55668)
Paul M. Mersino (P72179)
Butzel Long, a professional corporation
Attorneys for Plaintiff
150 W. Jefferson Ave.
Suite 100
Detroit, MI 48226
313-225-7000

AFFIDAVIT OF JAMES PIEPRZAK
PRESIDENT OF PLAINTIFF T.R. PIEPRZAK COMPANY, INC.

State of Michigan)
)
Oakland County)

I, James Pieprzak, do state and affirm from my own personal knowledge the following:

1. My name is James Pieprzak and I am the President of Plaintiff T.R. Pieprzak Company, Inc. ("Pieprzak"), as well as a shareholder of the corporation.

2. I am over 18 years of age, of sound mind, and otherwise competent to testify to the facts of this affidavit based on my own knowledge, experiences, information, and beliefs.

3. I had oversight responsibility and administrative involvement with the Project that gives rise to this litigation against the City of Troy ("City"), the City of Troy Section 9 Water Main Replacement Project (the "Project").

4. Pieprzak was the low bidder on the Project and entered into Contract 08-2 to complete the Project.

5. During this Project, Pieprzak encountered several problems with the designs, specifications, and site.

6. Pieprzak continuously encountered differing site conditions, causing it to incur increased costs on the Project.

7. Pieprzak also encountered increased costs due to interference with its work by the City and its crews.

8. Pieprzak recorded these additional costs and timely and properly submitted claims for Change Orders or Contract Modifications for additional amounts owed to Pieprzak.

9. To date, Pieprzak has submitted claims for additional amounts in the sum of $862,991.67.

10. In January of 2011, in negotiating with the City, the parties were able to come to agreement as to some, but not all, of these claims. Pieprzak and the City agreed that claims for "exploratory excavation," the bulk of the claims, would not be addressed or negotiated at that time, but that other claims would be.

11. The parties agreed to additional payment for the negotiated claims in the amount of $86,612.06.

12. The City then drafted a "Release of all Claims," indicating that the City would write a check for the amount of $86,612.06, but only if Pieprzak released all of its claims, including those for "exploratory excavation."

13. As this was not the agreement that the parties had made, Pieprzak, by and through counsel, informed the City of the error and proposed that the lease be revised to reflect that it is only a partial resolution of the claims, reserving the disputed claims.

14. Alternatively, Pieprzak offered to meet in the near future to discuss and possibly resolve the interference claims, or to proceed immediately to pursue legal action.

15. On or about, January 31, 2011, the City's Engineering Department agreed that Pieprzak could submit a pay application without the final waiver and agreed that it would process payment for all agreed upon contract modifications in the amount of $86,612.06.

16. The parties agreed that the City could withhold the contractually specified retention and that the Engineering Department would contact the City to set up a meeting to discuss the remaining outstanding, disputed claims.

17. Without explanation, however, the Engineering Department called Pieprzak that same day to announce that the City would not make any payment on undisputed contract modifications unless and until Pieprzak agreed to waive all outstanding, unresolved claims.

18. To date, no further payments have been made to Pieprzak for the agreed upon amount on the undisputed contract modifications.

19. Pieprzak has had no choice but to institute litigation in order to pursue its rightful amount owed to it for contract modifications.

Further the Affiant saith not.

James Pieprzak
President of T.R. Pieprzak Company, Inc.

State of Michigan)
)
County of Oakland)

The foregoing was sworn to, acknowledged, and signed before me by James Pieprzak, known to me (or satisfactorily proven) to be the person named in the foregoing document, and who acknowledged that he freely and voluntarily executed the same for the purposes stated therein this 22nd day of March, 2011.

Witness my hand and official seal.

Notary Public
St. Clair County
expires 8/7/2015

Mersino, Paul

From: Flessland, Eric J.
Sent: Monday, January 17, 2011 2:09 PM
To: 'Bluhmlg@troymi.cov'
Cc: 'HOles'
Subject: Section 9 WM
Attachments: Pieprzak Release - Final 1-13-11.pdf

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Ms Bluhm,

As you will recall, I represent T. R. Pieprzak Company, Inc., the Contractor that performed the Project known as City of Troy Section 9 Water Main Replacement Project (Contract 08-2). All work under that contract has been completed, but the contract remains open and Final Payment has yet occurred. Pieprzak has requested additional payment for items performed under the contract and has challenged the City's denial of payment for any work performed by Pieprzak for exploratory excavation. On September 16, 2010, you responded to my letter regarding the exploratory excavation claim, and declined my invitation to facilitate the dispute. You concluded your letter by stating the City was willing "to attempt to amicably resolve the matter as long as [my] client provides sufficient detail to allow for a legitimate review of any claims that were not related to the exploratory excavation clause." Some time afterwards, the City Engineer invited James Pieprzak to a meeting to discuss the open payment items.

At that meeting, City and Pieprzak reached an agreement regarding modifications to the contract payment amounts, which are set out in Contract Modifications # 6, #7 and #8 in the attached document. The City Engineer represented that the discussions could not and would not address the exploratory excavation claim as he no longer had independent authority to address that claim. Instead, the City Engineer represented that your office would contact me to set up a meeting to attempt to resolve the issue. Mr. Vandette further stated he would prepare a Construction Pay Estimate Report where the City would agree to pay an additional $86,612.06 as full, final and fair settlement of the items they discussed. Upon execution of the related documentation, Pieprzak expected to receive payment on those items.

While we were waiting for your office to contact me, the City Engineering Department sent Pieprzak the attached Release of All Claims, wherein the City invites Pieprzak to waive any and all claims, including the exploratory excavation claim, in exchange for the additional $86,612.06. This full unconditional release of all claims is not acceptable to Pieprzak, as the parties clearly understood that claim remained open and subject to further discussion and/or litigation if necessary.

Accordingly, I am writing to you to present the following options:

1.) Permit me to revise the release to reflect it is a partial resolution of the claims, reserving the exploratory excavation claim from the scope of the waiver.
--This option is intended to reserve the claim, and the parties' respective positions on entitlement, for future resolution. The revised release would permit the City to pay Pieprzak for the work completed months ago and upon which there is no dispute. There does not seem to be a reasonable basis to withhold payment on the resolved issues.

2.) Schedule a meeting in the near future to discuss and possibly resolve the exploratory excavation claim.
--This option, if elected, would not be construed as an admission by the City of entitlement. Your previous letter has stated your position, as has ours, and so the meeting would only be an attempt to see if reasonable business people can resolve a business problem. If not, then we can decide how to proceed at that point.

3.) Proceed immediately to pursue legal action.

I look forward to hearing from you soon regarding how the City wishes to proceed under these circumstances.

Regards,

Eric J. Flessland
Butzel Long, *a professional corporation*
150 West Jefferson Avenue, Suite 100
Detroit, Michigan 48226

Office: 313.983.6901
Secretary: 313.983.6947
Fax: 313.225.7080
Email: Flesslae@butzel.com

BUTZEL LONG

----- Original Message -----
From: Steven J. Vandette
To: TRPieprzak@comcast.net
Sent: Thursday, January 13, 2011 2:54 PM
Subject: Section 9 WM

As discussed with Dawn, attached is the Release form. Please execute the Release and return 3 original copies to my attention. If received by the close of business on Monday (earlier if possible please) a check would be ready on Friday, January 21st. Thank you.

Steven J. Vandette, P.E.
CITY ENGINEER
(248) 524-3383
VANDETTESJ@TROYMI.GOV

<<Pieprzak Release - Final 1-13-11.pdf>>

Mersino, Paul

From: Flessland, Eric J.
Sent: Friday, January 28, 2011 3:23 PM
To: Bluhmlg@troymi.gov
Cc: HOles
Subject: FW: Section 9 WM

Importance: High

Dear Ms. Bluhm,

It appears that we are experiencing the same communications problems that plagued our previous exchange of correspondence. The courtesy of a response would be appreciated.

Regards,

Eric J. Flessland
Butzel Long, *a professional corporation*
150 West Jefferson Avenue, Suite 100
Detroit, Michigan 48226

Office: 313.983.6901
Secretary: 313.983.6947
Fax: 313.225.7080
Email: Flesslae@butzel.com

From: Flessland, Eric J.
Sent: Monday, January 17, 2011 2:11 PM
To: 'Bluhmlg@troymi.gov'
Cc: 'HOles'
Subject: Section 9 WM
Importance: High

Dear Ms Bluhm,

As you will recall, I represent T. R. Pieprzak Company, Inc., the Contractor that performed the Project known as City of Troy Section 9 Water Main Replacement Project (Contract 08-2). All work under that contract has been completed, but the contract remains open and Final Payment has yet occurred. Pieprzak has requested additional payment for items performed under the contract and has challenged the City's denial of payment for any work performed by Pieprzak for exploratory excavation. On September 16, 2010, you responded to my letter regarding the exploratory excavation claim, and declined my invitation to facilitate the dispute. You concluded your letter by stating the City was willing "to attempt to amicably resolve the matter as long as [my] client provides sufficient detail to allow for a legitimate review of any claims that were not related to the exploratory excavation clause." Some time afterwards, the City Engineer invited James Pieprzak to a meeting to discuss the open payment items.

At that meeting, City and Pieprzak reached an agreement regarding modifications to the contract payment amounts, which are set out in Contract Modifications # 6, #7 and #8 in the attached document. The City Engineer represented

that the discussions could not and would not address the exploratory excavation claim as he no longer had independent authority to address that claim. Instead, the City Engineer represented that your office would contact me to set up a meeting to attempt to resolve the issue. Mr. Vandette further stated he would prepare a Construction Pay Estimate Report where the City would agree to pay an additional $86,612.06 as full, final and fair settlement of the items they discussed. Upon execution of the related documentation, Pieprzak expected to receive payment on those items.

While we were waiting for your office to contact me, the City Engineering Department sent Pieprzak the attached Release of All Claims, wherein the City invites Pieprzak to waive any and all claims, including the exploratory excavation claim, in exchange for the additional $86,612.06. This full unconditional release of all claims is not acceptable to Pieprzak, as the parties clearly understood that claim remained open and subject to further discussion and/or litigation if necessary.

Accordingly, I am writing to you to present the following options:

1.) Permit me to revise the release to reflect it is a partial resolution of the claims, reserving the exploratory excavation claim from the scope of the waiver.
--This option is intended to reserve the claim, and the parties' respective positions on entitlement, for future resolution. The revised release would permit the City to pay Pieprzak for the work completed months ago and upon which there is no dispute. There does not seem to be a reasonable basis to withhold payment on the resolved issues.

2.) Schedule a meeting in the near future to discuss and possibly resolve the exploratory excavation claim.
--This option, if elected, would not be construed as an admission by the City of entitlement. Your previous letter has stated your position, as has ours, and so the meeting would only be an attempt to see if reasonable business people can resolve a business problem. If not, then we can decide how to proceed at that point.

3.) Proceed immediately to pursue legal action.

I look forward to hearing from you soon regarding how the City wishes to proceed under these circumstances.

Regards,

Eric J. Flessland
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VANDETTESJ@TROYMI.GOV

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Mersino, Paul

From: Flessland, Eric J.
Sent: Monday, January 31, 2011 10:50 AM
To: 'Bluhmlg@troymi.gov'
Cc: TRP
Subject: FW: Section 9 WM

Importance: High

Dear Ms. Bluhm,

Earlier today the City's Engineering Department agreed that T. R. Pieprzak Company could submit a pay application without the final waiver addressed in my email on January 17th, and agreed it would process payment of all agreed upon extra work items. The Engineering Department and my client agreed the City could withhold the retention and that the Engineering Department would contact your office to set up a meeting to discuss the remaining outstanding claim. However, the Engineering Department just called my office to announce the City had reconsidered the agreement, and would not make any payment on undisputed items unless and until T.R. Pieprzak Company agreed to waive all outstanding, unresolved claims. This "economic blackmail" is unacceptable to my client. Kindly advise whether or not you will accept service of process on behalf the City.

Regards,

Eric J. Flessland
Butzel Long, *a professional corporation*
150 West Jefferson Avenue, Suite 100
Detroit, Michigan 48226

Office: 313.983.6901
Secretary: 313.983.6947
Fax: 313.225.7080
Email: Flesslae@butzel.com

BUTZEL LONG

From: Flessland, Eric J.
Sent: Friday, January 28, 2011 3:23 PM
To:
Cc: 'HOles'
Subject: FW: Section 9 WM
Importance: High

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Email: Flesslae@butzel.com

BUTZEL LONG
ATTORNEYS AND COUNSELORS

From: Flessland, Eric J.
Sent: Monday, January 17, 2011 2:11 PM
To: 'Bluhmlg@troymi.gov'
Cc: 'HOles'
Subject: Section 9 WM
Importance: High

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BUTZEL LONG

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