

Southeastern Oakland County Water Authority
WATER SERVICE REPLACEMENT PROGRAM
Member Community and Contractor Agreement

THIS AGREEMENT is by and between City of Lathrup Village (Member Community”) and D’Angelo Brothers, Inc. (“Contractor”). Member Community and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents is generally described as follows:

(Access Agreements for the addresses included in the Project are attached as part of Exhibit “A”)

ARTICLE 3 – CONTRACT TIMES

3.01 *Time of the Essence*

A. All time limits for Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before November 15, 2023 and completed and ready for final payment in accordance with the timing as indicated in the Contract Documents

B. The entity responsible for scheduling of the Work shall make every effort to provide sufficient time prior to the established date of substantial completion to complete the Work. Reasonable extensions of time will be granted should scheduling of the Work not comply with the Substantial Completion date.

3.03 *Liquidated Damages*

- A. Member Community and Contractor recognize that time is of the essence as stated in Paragraph 3.01 above and that Member Community will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with the General Conditions. Accordingly, the Member Community and Contractor agree that liquidated damages for delay (but not as a penalty) will be paid as indicated in the Contract Documents for each day that expires after the time specified in Paragraph 3.02 until the Work is substantially complete.

ARTICLE 4 – CONTRACT PRICE

- 4.01 The Southeastern Oakland County Water Authority shall pay Contractor on behalf of the Member Community for completion of the Work in accordance with the agreed upon Cost Worksheet in the Contract Documents.

ARTICLE 5 – PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Requests for Payment to the Southeastern Oakland County Water Authority.
 - 1. Request for payment may be submitted for individual addresses or for groups of addresses completed.
 - 2. All such payments will be based on the number of units of each item completed.
 - 3. Requests for Payment will be processed by the Southeastern Oakland County Water Authority as provided in the General Conditions.
- B. Payment for the Work shall be provided only after final completion and acceptance of the Work at each individual address.
- C. Southeastern Oakland County Water Authority may regulate the payment and retainage of payments in accordance with the Contract Documents.
 - 1. Retainage shall be no greater than 5% of the dollar value of the work completed.
 - 2. Southeastern Oakland County reserves the right to regulate the payment of retained earnings based on the establishment of restoration after acceptance of the Work.

ARTICLE 6 – REQUIRED PERMITS

- 6.01 The following permits will be required to perform the Work and will be obtained by the Contractor;
 - A. Water/Sewer Permit (no fee), to be used for tracking and for record purposes

ARTICLE 7 – WORK TO BE PERFORMED BY MEMBER COMMUNITY

- 7.01 The following items of work will be performed by the Member Community or a third-party contractor;
- A. Scheduling and Attendance of Initial Introduction Meeting & Work Plan
 - B. Scheduling of the “Work”
 - C. Plumbing Inspection
 - D. Building/Premise Plumbing Flush
 - E. Final Sign-off from Tenant/Property Owner

ARTICLE 8 – MEMBER COMMUNITY REPRESENTATIONS

- 8.01 Member Community makes the following representations;
- A. Member community will perform the work as described in Article 7 in a proficient manner so as not to delay the Contractor from meeting its completion deadlines.

ARTICLE 9 – CONTRACTOR’S REPRESENTATIONS

- 9.01 Contractor makes the following representations;
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Proposal Documents.
 - B. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - C. Contractor is aware of the general nature of work to be performed by the Member Community and others at the Site that relates to the Work as indicated in the Contract Documents.
 - D. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - E. Contractor will perform four (4) initial introduction meetings together with the member community’s designated Program Manager (PM) to familiarize the PM with the service line replacement process and water service line piping, materials, connections, etc. and how to communicate the service line replacement process to the property owner/tenant and assist the PM with completing the LSL Replacement Work Plan.

ARTICLE 10 – CONTRACT DOCUMENTS

10.01 The Contract Documents consist of this Agreement and the proposals, specifications, plans, bonds, addenda, etc. attached or referred to in the Contract for the Water Service Line Replacement Program as signed by the Contractor.

IN WITNESS WHEREOF, Member Community and Contractor have signed this Agreement. Counterparts have been delivered to Member Community and Contractor. All portions of the Contract Documents have been signed or have been identified by Member Community and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

MEMBER COMMUNITY:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

SOCWA:

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

EXHIBIT A