

PART I
LIME POND CLEANOUT
BID SPECIFICATIONS

GENERAL INFORMATION FOR THE BIDDER

I-1 QUALIFICATION REQUIREMENTS

Bids are solicited only from responsible bidders known to be experienced and regularly engaged in work of similar character and scope to that covered in this Request for Bids ("RFB"). Bidder may be required to show satisfactory evidence that he has the necessary capital, equipment and personnel to do the work.

I-2 BID FORM

Sealed bids must be submitted on the bid forms furnished by the City. All bids must be filled out in ink or typewritten and shall be legally signed with the complete address of the bidder given thereon. Bidders not responding to all of the information requested in this RFB may have their bids rejected. The City Council reserves the right to reject any and all bids and to accept any bid which, in its opinion, is most advantageous to the City. Bids submitted must remain valid for at least ninety (90) days past the response date provided in this RFB.

I-3 RESPONSE DATE

To be considered, sealed bids must be received at the Lowell City Hall, 301 E. Main Street, Lowell, MI 49331, on or before the time specified in the cover letter. Lowell City Hall is open Monday thru Friday, excluding holidays, between 8:00 a.m. and 5:00 p.m. Contractors mailing bids should allow adequate delivery time to assure timely receipt of their bids. Sealed envelopes containing bids must be clearly marked on the outside with the contractor's name and "LIME POND CLEANOUT- CITY OF LOWELL."

All information submitted in the bid, including but not limited to bid prices, equipment, etc., must remain valid and available for acceptance by the City for at least ninety (90) days past the submission deadline.

I-4 OPENING OF BIDS

All bids received will be publicly opened and read at the time and place specified in the cover letter. All bidders are invited to be present.

I-5 REJECTION OF BIDS

The City reserves the right to reject any or all bids, in part or in their entirety, or to waive any informality or defect in any bid, or to accept any bid which, in its opinion is deemed most advantageous to the City.

I-6 EXPLANATIONS AND ALTERNATE BIDS

Explanations desired by a prospective bidder shall be requested of the City in writing, and if explanations are necessary, a reply shall be made in the form of an addendum, a copy of which

will be forwarded to each bidder. Every request for such explanation shall be in writing and addressed to: Director of Public Works, City of Lowell, 301 E. Main Street, Lowell, MI 49331.

No inquiry or request received within three (3) working days of the submission deadline for bidders will be given consideration.

Bidders may provide alternate means of providing the services called for in this RFB at their discretion. This in no way relieves the bidder from providing the responses called for in this RFB. The City is under no obligation to consider any such alternates that may be provided.

I-7 CONTRACT EXECUTION

The bidder to whom the Contract is awarded shall, within 10 calendar days after the notice of award, enter into a written contract with the City. Failure to execute a contract will be considered abandonment of the award and the City shall have no further obligation to that bidder.

I-8 INCURRING COSTS

The City is not liable for any costs incurred by contractors prior to the issuance of a contract.

I-9 MATERIAL SUBMITTED

All materials submitted as part of a bid will become the property of the City. The City reserves the right to use any or all ideas presented.

I-10 LENGTH OF CONTRACT

Bids shall address, to the greatest extent possible, all possible service and installation impacts, including, but not limited to, bid prices, equipment, etc., throughout the term of the contract.

PART II LIME POND CLEANOUT BID SPECIFICATIONS

II-1 DEFINITIONS

“Bids” – shall be defined as an announcement of terms indicating what items are needed to complete a project.

“Bidders” – shall be defined as any person(s) or company that attempts to meet the terms of the bid.

“City” – shall mean the City of Lowell.

“Contract” – shall mean the contract between the City and the Successful Bidder

“Successful Bidders” – shall be defined as the bidder who is chosen by the City Council to enter into a contract with the City.

These definitions are meant as guides for understanding and are not binding explanations.

II-2 PROJECT NARRATIVE

The City of Lowell operates a lime softening treatment process to treat groundwater for drinking and domestic use. The softening process generates lime sludge that is wasted from the clarifier to the sludge drying ponds behind the facility. Each of the two ponds is utilized for up to ten years to dewater the sludge. When one pond is full it is no longer used until it is cleaned out. This sludge needs to be removed by the responsible bidder and disposed of properly. The project may start after the award of the successful bidder by the city council. The lime must be removed from site and the berm repaired within eight weeks after date of award of the bid. The successful bidder will keep record of days worked and lime amounts taken off site.

II-2 SCOPE OF WORK

The City of Lowell is requesting a bid for the removal and proper disposal of approximately 4400 cubic yards of lime residuals. From both the east pond and the backwash pond at the city of Lowell water treatment facility shall be cleaned out and lime residuals disposed of properly. The project shall begin after award of project in September of 2021. The clean out of the lime residuals and repair of the berm shall be done in eight weeks.

The contractor is responsible for obtaining all of the necessary permits and licenses for disposal of the lime as well as having a lime sample analyzed for the liming material label. The Contractor is responsible to follow all required local, state and federal requirements for the collection, transportation, disposal and third party use of the excavated material generated by the project. The Contractor shall indemnify and hold harmless, the City of Lowell.

Land filling disposers should include tipping fees plus the addition of any drying agents needed in the submitted bid cost. And must record and provide copies of all weights and/or tickets from disposal.

Agricultural disposers must record and provide copies of all weights and/or tickets from disposal. The attached forms shall be utilized. Provide a product label to the City of Lowell and all receiving parties of the lime material. The entity shall become the generators agent in complying with all 22 items of the agricultural use approval provided to all bidders. The contractor shall be responsible for following all the requirements of the State of Michigan Liming Material Act 162 of 1955. Any bidders creating engineered fill must provide the amounts used for creating fill from this particular job.

The project will be paid in three installments. A one half payment will be made for removal of approximately half of the lime residual material. A second payment will be made after removal of the remaining lime residual material and berm completion. The 10% retainer will be paid only after receiving the satisfactory written report of the project including amounts taken from the project and where the material was applied, plus all other required paperwork. **All material must be spread on fields before final payment is made.**

The successful bidder shall provide a written report including the total amount of material taken from the treatment facility and how much was applied where. The lime residual forms provided

by the city must be included as part of this report with signatures and comments from the receiving parties where provided on the attached sheet.

If the preferred method of removing the lime residuals is cutting an opening in the pond's side wall berm sufficient to allow access for the Contractor's equipment. The berm will need to be replaced to the pre-construction condition and compacted to 95% of its maximum weight. This shall include re-establishing vegetation on the berm surface. Erosion control slope blankets shall be utilized during the re-seeding process. The bottom of the pond must not be damaged from the contractor's operations.

A cost allowance to pay the city's engineers to test and confirm the in-place compaction of the berm replacement materials has been included in the bid form. This allowance amount is added to the amount of the bid and will be paid to the engineers directly by the city.

The contractor shall utilize trucks that are covered to keep dust and mess to a minimum. All open top truck covers shall comply with the applicable State Laws.

Provide insurance certificates demonstrating the coverage in accordance with the attached documents. The City shall be named as additional insured party on the certificates.

II-3 BIDDER RESPONSIBILITY:

By submitting a bid to do the work, the Bidder represents that it is fully informed concerning the scope of the Project, the requirements of the Contract, the physical conditions likely to be encountered in the work, and the character, quality, and quantity of services required by the City. The Successful Bidder shall furnish all labor materials, supplies, devices, or tools needed to perform the required services. The Bidder will not be entitled to additional compensation if it later determines that conditions require methods or equipment other than those anticipated in making its bid. Bidders having questions regarding this RFB should request clarification before submitting a bid. Negligence or inattention of the Bidder in filing a bid, or in any phase of the performance of the work, shall be grounds for refusal of the City to agree to additional compensation.

II-4 SAFETY

The Successful Bidder shall comply with the Safety Rules and Regulations of the Associated General Contractors of America, the Occupational Safety and Health Standards of the Construction Industry, State of Michigan, Department of Energy, Labor & Economic Growth, for the protection of workers on this project.

All equipment and work shall conform to the requirements of the Occupational Safety and Health Act and Michigan Department of Labor Occupational Safety Standards, as amended.

The Successful Bidder shall observe City ordinances relating to obstruction of streets, and shall obey all laws and city ordinances controlling or limiting those engaged in the work. The Successful Bidder shall handle the work in a manner that will cause the least inconvenience and annoyance to the general public and to the property owners.

II-5 ASSIGNMENTS OR SUBCONTRACTING:

The Successful Bidder shall not assign, subcontract or otherwise transfer its duties and/or obligations under this proposal, without prior written consent of the City. If the bidder anticipates that it will need to subcontract its duties in order to fulfill the Contract requirements, that information must be disclosed in the Bidder's response.

II-6 FAIR EMPLOYMENT PRACTICES:

The Successful Bidder agrees to not discriminate against any employee or applicant for employment, to be hired in the performance of the contract with respect to hire, tenure, term, conditions or privileges of employment, or any other matter directly or indirectly related to employment, because of sex, race, color, religion, nation origin, ancestry, handicap or any other basis prohibited by State or Federal law or regulations.

II-7 CONTRACTOR'S PAYMENT OF TAXES, ETC.

The Successful Bidder shall be solely responsible for:

- a. Payment of wages to its work force in compliance with all Federal and State laws, including the Federal and State Wage and Hour laws.
- b. Payment of any and all FICA, unemployment contributions and other payroll-related taxes or contributions required to be paid by the Successful Bidder under State and Federal law.
- c. Payment of all applicable Federal, State, or Municipal taxes, charges or permit fees, whether now in force or subsequently enacted.
- d. Payment of any and all suppliers, merchants, or vendors from whom the Successful Bidder obtains items and materials related to the contract.

The Successful Bidder shall indemnify and hold the City harmless from all claims arising from the foregoing payment obligations of the Successful Bidder.

II-8 DAMAGE TO PROPERTY

The Successful Bidder also accepts sole responsibility for any damage to any public or private property resulting from their performance of the work.

The Successful Bidder will protect, defend, and hold harmless the City from any and all damage, claim, liability, or expenses whatsoever, or any amounts paid in compromise there of arising out of or connected with the performance of this contract.

II-9 INSURANCE:

- A. Liability Coverage's

The Successful Bidder shall furnish at his own expense and keep in full force during the terms of this contract the following coverages which shall list the City as an additional insured:

- Insurance covering bodily injury and property damage in the minimum sum of \$2,000,000.00
- Automobile liability insurance in the minimum of \$2,000,000.00 combined single limit for bodily injury and property damage.

Worker's Compensation Compliance

Successful Bidder shall also comply with all requirements of the Michigan Workers' Compensation Law and shall at his own expense, maintain such insurance, including employer's liability, as will protect him from claims under said law and from any other claims for personal injuries, including death which may arise from the operations under the contract, whether operations be by himself or anyone directly or indirectly employed by him. The Successful Bidder shall provide the City with a copy of its workers' compensation insurance certificate.

B. Certificates of Insurance

Included in bid package, Bidders shall provide to the City complete certificates of insurance to meet the above requirements. Policies shall be endorsed to provide the City at least 30 days' written notice of cancellation or intent not to renew coverages as called for above.

II-10 QUALITY OF SERVICE

The City expects the Successful Bidder to maintain all equipment in a clean and well-operating fashion, with special consideration for proper maintenance and care of all elements, items and equipment mentioned in this document. The Successful Bidder will operate in a professional manner and keep all noise and other nuisances to a minimum at all times while under contract with the City. The City is looking to keep from inconveniencing the public as much as possible. The Successful Bidder shall file all documents outlined in this RFB in a timely and well-organized manner.

II-11 OPERATION OF VEHICLES

The Successful Bidder shall operate all company vehicles in a manner so as to not impede traffic flow on City streets. Company vehicles are not to be left unattended for any reason except for emergencies or in the actual performance of the job. When a vehicle is left unattended for the actual performance of the job, it shall be according to all City Codes and ordinance in place at that time.

II-12 SUPPORT FACILITIES

Successful Bidder shall have an available office with sufficient staff and communications facilities to assure ready accessibility and prompt response to the needs of the City.

II-13 BREACH OF CONTRACT AND CITY'S RIGHT TO TERMINATE CONTRACT

In the event that any of the provisions of this bid and/or resulting contract are breached by the Successful Bidder, the City shall give written notice to the Successful Bidder of the breach or

pattern of behavior that constitutes the breach and allow the Successful Bidder to resolve the breach or pattern of behavior that constitutes the breach within ten (10) calendar days of Successful Bidder's receipt of notice. If the breach or pattern of behavior is not resolved, then the City Manager of the City of Lowell shall have the right to cancel any contract by sending written notice to the Successful Bidder of the cancellation.

If the Successful Bidder should be judged bankrupt, if it should make a general assignment for the benefit of its creditors, if a receiver should be appointed on account of its insolvency, if it should persistently or repeatedly refuse to supply enough labor, materials and/or equipment to meet the scope of work of the contract, if it should persistently disregard laws of the State of Michigan and/or ordinances of the City, or if it fails to comply and fulfill its obligations under any provision of the contract resulting from its bid, the City may, without prejudice to any other right or remedy, terminate the contract immediately.

II-14 CITY'S RIGHT TO MODIFY CONTRACT

The City reserves the right to negotiate with the Successful Bidder for a change in terms of the contract during the term of the contract and to make adjustments relative to the implementation of a change that reduces or modifies the need for the services. If the City and the Successful Bidder are unable to agree on a revised contract, the City may seek new proposals and, upon a minimum of ten (10) calendar day's written notice from the City, may terminate the unexpired portion of the contract. The City shall not be liable for any cost under this section beyond the contract price for the period where service is actually provided.

II-15 REFERENCES

All Bidders shall include a list of current and prior projects similar to that proposed in this RFB as references for qualifying experience. The name, address, and telephone numbers of the responsible individual(s) at the reference project site who may be contacted shall be included. Particular attention will be paid to references from other municipalities and/or public sector entities.

II-16 PAYMENT

The Successful Bidder shall submit invoices each time a payment milestone is successfully passed for the work completed. The City shall pay invoices for acceptable work within thirty (30) days of receipt.

II- 17 NO CONTACT POLICY

Bidders may direct questions related to this request for proposals to the point of contact prior to submission of a bid. Bidders shall not lobby or contact any other city official, including but not limited to the Mayor, City Council, City Manager, Assistant City Manager, a Department Head or other staff with respect to its bid or the award of any contract related to this request for proposals from the time this request is issued to the award of a contract. Violation of this requirement may lead to disqualification of a bid.

BID SUBMITTED PURSUANT TO THE CITY OF LOWELL
LIME POND CLEANOUT

City of Lowell
301 E. Main Street
Lowell, Michigan 49331

The undersigned hereby declares that this bid is made in good faith without fraud or collusion with any person or persons bidding on the same Contract; that he/she has carefully read and examined the Contract Documents, including the Request for Bid (RFB), General Requirements, and Program Guidelines for the designated work and understands all of the same; that he/she, or his/her representative, has made such personal investigation at the sites as is necessary to determine the character and difficulties attending the execution of the proposed work. Bidder proposes and agrees that if this Proposal is accepted, bidder will contract with the City, provide necessary machinery, tools, apparatus and transportation services necessary to do all the work specified or referred to in the RFB and Contract Documents in the manner and time therein prescribed, and according to the requirements of the City as therein set forth, to furnish the insurance required of the Contractor by the RFB and Contract Documents, and that he/she will take in full payment, the unit prices set forth in the following proposal.

All bidders understand that the City reserves the right to accept or reject any and/or all bids, to waive any irregularities and/or errors in the bids, negotiate with any bidder, or to select the bid(s), or portions thereof, most advantageous to the City.

As required by Public Act 517 of 2012, the undersigned certifies that it is not an "Iran linked business" as that term is defined herein. An "Iran linked business" is defined in the Act but generally means a person engaging in investment activities in the energy sector of Iran, or a financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

The Successful Bidder agrees that this bid shall be good, may not be withdrawn and may be accepted by the City for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of a written Notice of Award of the Bid, the Successful Bidder shall execute a formal Contract Agreement within ten (10) calendar days. In the event that the Contract is not executed within the time set forth above, the Bid Proposal shall become the property of the City as liquidated damage for the delay and additional expense to the City caused thereby.

Pursuant to your "LIME POND CLEANOUT" request for bids dated _____, I submit the following as my Company's bid, with the understanding that if my bid, or portion thereof, is accepted, I will execute a written contract with the City of Lowell which will embody the terms as outlined in the request for bids.

I will meet all of the requirements and provide all of the services for the amounts listed as outlined in this bid proposal.

Company _____

BID PROPOSAL

I will meet all of the requirements and provide all of the services for the amounts listed as outlined in this bid proposal:

Lime Pond Cleanout:

Cost of bid to excavate and dispose of lime residuals \$ _____

Allowance for density testing of compacted backfill \$ 500.00

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Amount of Bid \$ _____

Exceptions to the bid: _____

Company _____

Address _____

Phone _____

Authorized Agent _____

Signature _____

Title _____

Date _____