

BID DOCUMENTS
FOR
2019-2022 LIME SOFTENING
RESIDUALS REMOVAL/REUSE



CITY OF OWOSSO
301 W. MAIN STREET
OWOSSO, MICHIGAN 48867

April 23, 2019

NOTICE TO BIDDERS

2019-2022 LIME SOFTENING RESIDUALS REMOVAL/REUSE

FOR THE CITY OF OWOSSO, MICHIGAN

Sealed bid proposals will be received by the city of Owosso for **2019-2022 LIME SOFTENING RESIDUALS REMOVAL/REUSE** and should be addressed to: Bid Coordinator, City of Owosso, 301 W. Main, Owosso, Michigan 48867. Sealed bids will be accepted until **3:00 p.m. Tuesday, May 14, 2019** for the **2019-2022 LIME SOFTENING RESIDUALS REMOVAL/REUSE** at which time bids will be publicly opened and read aloud.

All bids must be in writing and must contain an original signature by an authorized officer of the firm. Electronic bids (i.e., telephonic, FAX, etc.) are **NOT** acceptable. All bids shall clearly contain on the outside of the **sealed** envelope in which they are submitted: **2019-2022 LIME SOFTENING RESIDUALS REMOVAL/REUSE**.

Major items include: The City's lime softening water treatment process results in a residual lime material which is suitable for reuse as an agricultural liming product. The residual lime material is temporarily stored in lagoons. This year's contract work includes removal of the residual lime from Lagoon #3 and Backwash Pond in 2019-2020; Lagoon #2 in 2020-2021; provided in by arranging for and carrying out the reuse or disposal of this material in accordance with the contract specifications including all applicable Michigan Department of Environmental Quality regulations and requirements.

The work is to be bid and paid for on a cubic yard basis for the lime residual as removed from the water plant site. **The estimated quantity is 14,700 cubic yards.**

Contractor shall document and account for the destination of disposal for each load of spent lime residuals hauled away. This is mandated by the State of Michigan.

A pre-bid meeting may be scheduled by appointment with David H. Haut, Superintendent, 989-725-0560.

The proposal, contract forms, plans and specifications are on file and may be obtained on our website at www.ci.owosso.mi.us or on the MITN website at www.mitn.info. Call 989-725-0560 for questions. Email: david.haut@ci.owosso.mi.us

The city reserves the right to accept any proposal; or to reject any proposal; to waive irregularities in a proposal; or to negotiate if it appears to be in the best interest of the city of Owosso.

INSTRUCTIONS TO BIDDERS

1. Each proposal must be signed by the bidder with his usual signature. Bids by partnerships should be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president or person authorized to bind it in the matter. **Any paperwork not filled out properly or signed will cause the bid to be considered non-responsive and shall be rejected by the city.**
2. Proposals, to receive consideration, must be received prior to the specified time of opening and reading as designated in the invitation.
3. Bidders are requested to use the proposal form furnished by the city when submitting their proposals. Envelopes must be **sealed** when submitted and clearly marked on the outside indicating the name of the bid.
4. Proposals having and erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.
5. References in the specifications or description of materials, supplies, equipment, or services to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the bidder in interpreting the type of materials or supplies, equipment, or nature of the work desired. They should not be construed as excluding proposals on equivalent types of materials, supplies, and equipment or for performing the work in a manner other than specified. However, the bidders' attention is called to General Condition six (6).
6. Proposals should be mailed or delivered to the Bid Coordinator's Office, City Hall, 301 W. Main Street, Owosso, MI 48867.
7. Special conditions included in this inquiry shall take precedence over any conditions listed under General Conditions or Instructions to Bidders.
8. Bodily injury, property damage and worker's compensation – The contractor, prior to execution of the contract, shall file with the city copies of completed certificates of insurance naming the city of Owosso as an additional insured party, as evidence that the contractor carries adequate insurance satisfactory to the city.
9. The city of Owosso has a local preference policy for the purchase of goods and services. The policy in part states: *A business located within the city limits and paying real or personal property taxes to the city of Owosso will be granted a six percent (6%) bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. A business located outside the city limits but within Shiawassee County and paying property taxes to the county will be granted a three percent (3%) bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing twenty-five percent (25%) or more of the work of a general contract.*
10. It is the intent of the City to award this contract to a bidder fully capable, with regards to experience, equipment, manpower and financial capacity, to perform and complete all required contract work in a satisfactory and timely manner, including assurance of conformance to state regulatory requirements with regard to utilization or disposal of the residual lime material.

Contractors who have satisfactorily performed comparable work for the City of Owosso within the last five years shall be considered qualified. Other bidders must submit as part of their Proposal:

- Listing of previous experience particularly with regard to management of water plant residual lime material in conformance with current state regulatory requirements.
- References from previous or underway contracts. Such references are to include the appropriate individual's name and phone number.
- A description of the lagoon cleaning method including detail of equipment and personnel to be used.
- A statement as to whether the residual lime will be used as an agricultural liming material or a detailed description of any other proposed utilization or disposal method.
- Comparable information on any subcontractor who will perform elements of the work other than trucking.

In addition to the above, when so requested, Bidder shall meet promptly with the City's representatives and give further information in order to determine the bidder's qualifications, responsibility and ability to perform and complete the work in accordance with the contract documents.

11. The bid award is expected to be made in June 2019 and the Agreement signed and Notice to proceed issued prior to July 1, 2019. Schedule for removal as follows:

Item 1 - Lagoon #3	Items 1 and 22019-2020
Item 2 - Backwash Pond	Item 32020-2021
Item 3 - Lagoon #2	Item 42021-2022
Item 4 - Lagoon #1	

The residual lime is to be removed from **Lagoon #3, Backwash Pond** and water plant site, to be ready to be returned to service no later than **January 1, 2020**. The residual lime is to be removed from **Lagoon #2** and water plant site, and be ready to be returned to service no later than **September 1, 2020**. The residual lime is to be removed from **Lagoon #1** and water plant site, and be ready to be returned to service no later than **September 1, 2021**. It is preferred that any land application of the material as an agricultural liming product be conducted by the Contractor as the material is hauled this fall and that there be no over winter field storage or stockpiling of the material. If such stockpiling is necessary due to weather or field conditions, the land application of the residual lime shall be completed as soon as conditions permit but no later than one calendar year. All contract work, including the land application of the material, shall be completed prior to final contract payment.

12. The city contact person for questions regarding this contract is:

David Haut, Superintendent
Water Filtration Plant
1111 Allendale Rd. Owosso, MI 48867
PH: 989-725-0560, E-Mail: david.haut@ci.owosso.mi.us

BID Proposal

2019-2022 LIME SOFTENING RESIDUALS REMOVAL/REUSE

TO: THE CITY OF OWOSSO (HEREINAFTER CALLED THE "CITY")

Bidder must provide pricing for each item listed. If additional pricing elements are being offered by the bidder, they are to be listed under "other services/items offered."

The undersigned, having examined the bid proposal forms and specifications, does hereby offer **LIME SOFTENING RESIDUALS REMOVAL/REUSE** from July 1, 2019 thru June 30, 2020, as listed below at the following prices per cubic yard. Two one year extensions may be granted for additional work as listed, upon mutual agreement.

A professional surveyor will survey the top of the lagoon approximately 30 days before contractor commencement, and will survey the lagoon bottom after completion. This calculated volume from the survey results will be the billable quantity. In the event the billable quantity is in dispute, the higher of the two calculated survey volumes will be used for determination of total quantity billed.

Item	Description	Approx. Quantity	Unit	Unit Price July 1, 2019- June 30, 2020	Unit Price July 1, 2020- June 30, 2021	Unit Price July 1, 2021- June 30, 2022
1	Lagoon #3	6,000	CY			
2	Backwash Pond	400	CY			
3	Lagoon #2	3,300	CY			
4	Lagoon #1	5,000	CY			
TOTAL						

VARIANCE FROM SPECIFICATIONS: If the bidder is unable to comply with the specifications as outlined, the bidder shall clearly note these variations from the specifications. The bidder may also propose additions to these specifications for the city to consider, but the costs associated with these additions shall be stated separately.

On behalf of _____, I hereby submit this proposal for your consideration. The undersigned acknowledges that this proposal is subject to the General Conditions and the General Specifications included in the contract documents. In submitting this proposal, it is understood that the right is reserved by the CITY to reject any and all proposals, and waive any irregularities in the bidding process. The CITY may award this contract based on any combination of the total bid and/or alternates.

Dated and signed at _____ State of _____

This _____ day of _____, 20____.

Bidder

Witness:

By/s/

Business Address

Signature

Title

Telephone Number

GENERAL CONDITIONS

1. LOCAL PREFERENCE POLICY

The city of Owosso has a local preference policy for the purchase of goods and services. The policy in part states: *A business located within the city limits and paying real or personal property taxes to the city of Owosso will be granted a 6% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. A business located outside the city limits but within Shiawassee County and paying property taxes to the county will be granted a 3% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing 25% or more of the work of a general contract.*

2. BID ACCEPTANCE

The city reserves the right to reject any or all proposals. Unless otherwise specified, the city reserves the right to accept any item in the proposal. In case of error in extending the total amount of the bid, the unit prices shall govern.

3. PAYMENT

Unless otherwise stated by the bidder, time, concerning discount offered, will be computed from date of delivery and acceptance at destination or from date correct bill or claim voucher properly certified by the contractor is received. When so stated herein, partial payments, based on a certified approved estimate by the city of materials, supplies or equipment delivered or work done, may be made upon presentation of a properly-executed claim voucher. The final payment will be made by the city when materials, supplies, equipment or the work done have been fully delivered or completed to the full satisfaction of the city.

4. BID DEFAULT

In case of default by the bidder or contractor, the city of Owosso may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

5. UNIT PRICES

Prices should be stated in units of quantity specified.

6. QUOTED PRICES

Unless otherwise stated by the bidder, prices quoted will be considered as being based on delivery to a designated destination and to include all charges for packing, crating, containers, shipping, etc., and being in strict accordance with specifications and standards as shown.

7. SUBSTITUTIONS

Wherever a reference is made in the specifications or description of the materials, supplies, equipment, or services required, to a particular trade name, manufacturer's catalog, or model number, the bidder, if awarded a contract or order, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. HOLD CITY HARMLESS

The bidder, if awarded an order or contract, agrees to protect, defend, and save the city harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract. Bidder further agrees to indemnify and save the city harmless from suits or action of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his employees, subcontractors, or agents.

9. COMPETITIVE BIDDING STATUTES

The laws of the state of Michigan, the charter and ordinances of the city of Owosso, as far as they apply to the laws of competitive bidding, contracts and purchases, are made a part hereof.

10. SAMPLES

Samples, when requested, must be furnished free of expense to the city and, if not destroyed, will upon request be returned at the bidder's expense.

11. PROPOSAL GUARANTY

All checks or bid bonds except those of the three lowest bidders will be returned when the bids have been opened and tabulated. The certified checks or bid bonds of the three lowest bidders will be held until the contract documents have been signed, after which remaining certified checks or bid bonds will be returned to the respective bidders.

12. BIDDERS

The city may demand that the contractor file a sworn experience and financial statement setting forth the financial resources, adequacy of plant and equipment, organization, experience and other pertinent and material facts as may be desirable.

13. DAMAGE LIABILITY AND INSURANCE

The contractor shall save harmless and indemnify the city and its employees against all claims for damages to public or private property and for injuries to persons arising during the progress and because of the work.

- a. Workers' compensation insurance - The contractor, before the execution of the contract, shall file a certification that the contractor carries workers' compensation insurance.
- b. Bodily injury and property damage - The contractor, before execution of the contract, shall file with the city copies of completed certificates, of insurance acceptable to the city naming the city as an insured party. The coverage shall afford protection against damage claims to public or private property, and injuries to persons, arising out of and during the progress of the work, and to its completion and, where specified in the proposal, similar insurance to protect the owners of premises on or near which construction operations take place.
- c. Bodily injury and property damages other than automobile - Unless otherwise specifically required by special provisions in the proposal, the minimum limits of property damage and bodily injury liability covering each contract shall be:

Bodily injury and property damage liability:

Each occurrence: \$1,000,000

Aggregate: \$2,000,000

Such insurance shall include, but not be limited to, coverage for: a) underground damage to facilities due to drilling and excavating with mechanical equipment and b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition.

- d. Owners' protective liability - Bodily injury and property damage protection shall be extended to the city.
- e. Bodily injury liability and property damage liability automobiles - Unless otherwise specifically required by special provisions in the proposal, the minimum limits of bodily injury liability and property damage liability shall be:

Bodily injury liability:

Each person: \$ 500,000

Each occurrence: \$1,000,000

Property damage liability:

Each occurrence: \$1,000,000

Combined single limit for bodily injury and property damage liability:

Each occurrence: \$2,000,000

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

- g. Reports - At the request of the city, the contractor or the contractor's insurance carrier shall report claims received, inspections made, and disposition of claims.

14. PROTECTION OF LAND MONUMENTS AND PROPERTY STAKES

Land monuments or stakes marking property corners shall not be moved or otherwise disturbed except as directed by the city. If any land monuments or lot stakes are moved or disturbed by the contractor, the cost of replacing each land monument or lot stake so moved or disturbed shall be deducted from any money due the contractor, as payment to the city for the cost of replacing said land monument or lot stakes.

15. CONTRACTOR'S RESPONSIBILITY FOR WORK

The contractor shall be responsible for any damages that the work may sustain before its acceptance, and shall rebuild, repair, restore and make good, at its own expense, all injuries and damages to any portion of the work by the action of the elements or from any cause whatsoever before its acceptance. Neither the final payment nor any provision in the contract documents shall relieve the contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law, and, upon written notice, the contractor shall remove any defects due therefrom and pay for any damaged due to other work resulting therefrom, which shall appear within one year after the date of completion and acceptance.

16. PAYMENT

At monthly intervals commencing after construction has been started, the city will make partial payment to the contractor based on a duly-certified estimate prepared by the city of the work done by the contractor during the preceding four-week period. Each estimate will be submitted to the city council for approval on either the first or third Monday of each month. The city will retain ten percent (10%) of the amount of each such estimate until final completion and acceptance of all work covered by this contract.

Before the contractor shall demand final estimates or payment, contractor will furnish to the city, supported by sworn statements, satisfactory evidence that all persons that have supplied labor, materials, or equipment for the work embraced under this contract have been fully paid for the same; and that, in case such evidence be not furnished as aforesaid, such sums as the city may deem necessary to meet the lawful claims of such persons may be retained by the city from any monies that may be due or become due to the contractor under this contract until such liabilities shall be fully discharged and the evidence thereof be furnished to the city.

17. CITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

Besides the payment to be retained by the city under the preceding provisions of these general conditions, the city may withhold a sufficient amount of any payment otherwise due to the contractor to

cover a) payments earned or due for just claims for furnish labor or materials on the project under this contract, b) for defective work not remedied and c) for failure of the contractor to make proper payments to subcontractors. The city shall disburse and shall have the right to act as agent for the contractor in disbursing such funds as have been previously withheld pursuant to this paragraph to the party or parties who are entitled to payment from it. The city will pay to the contractor a proper accounting of all such funds disbursed for the contractor.

18. OWNER'S RIGHT TO DO WORK

If the contractor should neglect to prosecute the work properly or fail to perform any provisions of this contract, the city, after three (3) days' written notice to the contractor and contractor's surety, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost of it from the payment due the contractor.

19. DEFINITION OF NOTICE

Where in any of the contract documents there is any provision in respect to the giving of notice, such notice shall be deemed given to the owner, when written notice is delivered to the city manager, or placed in the United States mail addressed to the city clerk; as to the contractor, when a written notice shall be delivered to contractor's representative at the project site or by mailing such written notice in the United States mail addressed to the contractor at the place stated in the bid proposal as the business address; as to the surety on the performance bond, when a written notice is placed in the United States mail addressed to the surety at the surety's home office or to its agent or agents who executed such performance bond on behalf of the surety.

20. SUBCONTRACTS

The contractor shall not subcontract any work in the execution of this contract without the written consent of the city. The contractor shall be responsible for the acts or omissions of any subcontractor and of anyone employed directly or indirectly by such subcontractor.

21. ASSIGNMENT OF CONTRACT

The contractor shall not assign this contract or any part hereof without the written consent of the city. No assignment shall be valid unless it shall contain a provision that any funds to be paid to the assignee under this agreement are subject to a prior lien for services rendered or materials or supplies for the performance of the work specified in the contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

22. MAINTAINING TRAFFIC

The contractor shall provide flares, signs, barricades, traffic regulators, etc., to conform to the current *Michigan Manual of Uniform Traffic Control Devices* or as directed by the city. The contractor shall not close any road or street without the permission of the city. If any street or road is to be closed by the contractor, it shall be the responsibility of the contractor to notify the Owosso fire department when the street will be closed and again when the street is open to traffic. Traffic control devices for any detours deemed necessary by the city shall be provided by the contractor. Cost of maintaining shall be incidental to the cost of the project unless otherwise provided.

23. ORDER OF COMPLETION

The contractor shall submit, whenever requested by the city, a schedule of the work showing completion dates. The city may request that certain portions of the work be done before other portions. If so requested, the contractor shall arrange to schedule to meet the request by the owner.

24. USE OF COMPLETED PORTIONS

The city shall have the right to take possession and use any completed or partially completed portions of the work; but such taking possession and use shall not be deemed acceptance. Pending final completion and acceptance of the work, all necessary repairs and adjustments on any section of the work due to defective material, workmanship, natural causes, or other operations of the contractor, other than normal wear and tear, shall be done by and at the expense of the contractor.

25. WATER SUPPLY

The contractor shall arrange for securing an adequate water supply for use in construction and for drinking water for his employees. If the city's water is used on the work, the contractor shall make the necessary application and shall pay all costs involved. Connections, piping and the contractor shall furnish and maintain fittings for conveying water. Contractor shall pay for water according to the city's established rates.

26. CLEANUP

The contractor shall keep the project free from waste materials or rubbish caused by its employees or work. This includes as a minimum excess excavation or backfill material, broken or rejected materials, empty containers or general debris. The owner may require complete cleanup of certain areas as construction is completed.

27. SUPERVISION

The contractor shall have a superintendent on the job site to coordinate and expedite the various construction activities for the duration of this contract.

28. EQUAL EMPLOYMENT OPPORTUNITY AND OTHER CLAUSES

The contractor shall agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined by Michigan Compiled Statutes, or national origin. This provision shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of the non-discrimination clause.

LOCAL PREFERENCE POLICY

The following affidavit should be completed if a bidder is located within Shiawassee County or intends to sub-contract more than twenty-five percent (25%) to a Shiawassee County based business: The city of Owosso has a local preference policy for the purchase of goods and services as recorded in the city ordinance in section 2-348. "Lowest qualified bidder" defined.

1. The term "lowest qualified bidder," as used in this division, shall mean the lowest bidder having qualifications to perform the work which are satisfactory to the council. The lowest bidder shall be determined based on an adjusted bid tabulation which shall be prepared in the following manner: To the bid of any bidder which is neither a city-based business nor a county-based business shall be added an amount equal to six (6) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less.
2. To the bid of any bidder which is a county-based business shall be added an amount equal to three (3) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less; provided, however, that if no bid is received from a city-based business, no additional amount shall be added to the bid of a county-based business.
3. "Owosso-based business" shall be interpreted to mean a business registered with the county clerk or a corporation registered with the state having a business address within the city limits which pays real and/or personal property taxes levied by the city. The term "county-based business" shall be interpreted to mean a business other than a city-based business registered with the county clerk or a corporation registered with the state having a business address within the county which pays real and/or personal property taxes levied by the county.
4. If twenty-five (25) percent or more of a contract for construction or other services is to be subcontracted by a city-based business bidder to a non-city-based business or businesses, or by a county-based business bidder to a non-county-based business or businesses, the adjusted bid shall be calculated by applying the provisions of this section separately to each portion of the contract based on the status of the contractor or subcontractor performing that portion of the contract as a city-based or county-based business.

AFFIDAVIT

In accordance with Section 2-348 of the Owosso city code, the bid from a business located in Shiawassee County shall be adjusted to reflect a preference. In order for the city to calculate the adjustment, the bidder hereby deposes and states that their business address is registered, and is currently paying real and/or personal property taxes in Shiawassee County at the following address:

Registered business address

The affiant further deposes and states that a sub-contract with a business registered, and paying real and/or personal property taxes in Shiawassee County will be executed for a percentage equal to or greater than twenty-five percent (25%) as stated below:

Business name and address of sub-contractor

Percentage of contract

Authorized signature

Date

Title

Company name

SIGNATURE PAGE AND LEGAL STATUS

The undersigned certifies that he is an official legally authorized to bind his firm and to enter into a contract should the city accept this proposal.

Bid proposal by _____
(Name of Firm)

Legal status of bidder. Please check the appropriate box and **USE CORRECT LEGAL NAME.**

A. Corporation ____ ; State of Incorporation _____

B. Partnership ____ ; List of names _____

C. DBA ____ ; State full name _____ DBA

D. Other ____ ; Explain _____

Signature of Bidder _____ Title _____
(Authorized Signature)

Signature of Bidder _____ Title _____
(Authorized Signature)

Address _____ City _____ Zip _____

Telephone () _____

Signed this _____ day of _____ 20____.

Bidder acknowledges receipt of the following Addenda:

ADDENDUM NO.	BIDDER'S INITIALS
_____	_____
_____	_____
_____	_____

W-9 INFORMATION FOR LEGAL STATUS

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name/disregarded entity name” line.

Please see attached W-9 Request for Taxpayer Identification Number and Certification form for a detailed explanation on filling out the W-9 form.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-			-		

Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

PROOF OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED (CONTRACTOR)

COMPANIES AFFORDING COVERAGE

ADDRESS

A.
B.
C.

It is hereby understood and agreed that the city of Owosso, its city council and each member thereof and every officer and employee of the city shall be named as joint and several assureds with respect to claims arising out of the following project:

2019-2022 LIME SOFTENING RESIDUALS REMOVAL

It is further agreed that the following indemnity agreement between the city of Owosso and the named insured is covered under this policy: Contractor agrees to indemnify, hold harmless and defend city, its city council and each member thereof and every officer and employee of city from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against city, its city council and each member thereof and any officer or employee of city which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right on contribution with insurance which may be available to the city of Owosso.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have attained the insurance required below, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the city of Owosso. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

1. **Worker's Compensation Insurance** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.
3. **Automobile Liability** including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. **Additional Insured:** Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be **Additional Insureds:** City of Owosso, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities

and board members, including employees and volunteers thereof. It is understood and agreed by naming City of Owosso as additional insured, coverage afforded is considered to be primary and any other insurance the city of Owosso may have in effect shall be considered secondary and/or excess.

5. Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed that a Ten (10) days notice for non-payment of premium is required and a Thirty (30) days notice is required for Non-Renewal, Reduction, and/or Material Change, shall be sent to: City of Owosso, Bid Coordinator, 301 W. Main Street, Owosso, Michigan 48867.

6. Proof of Insurance Coverage: The Contractor shall provide the city of Owosso, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the city of Owosso at least ten (10) days prior to the expiration date.

Please include a copy of insurance declaration verifying amounts of coverage. The verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE _____

BY _____
Authorized Insurance Agent

AGENCY _____

TITLE _____

ADDRESS _____

GENERAL SPECIFICATIONS

1. Project Summary: The City's lime softening water treatment process results in a residual lime material which is suitable for reuse as an agricultural liming product. The residual lime material is temporarily stored in lagoons at the Water Filtration Plant. Typically we will fill one lagoon per year and allow two years for the lagoon to dry before removal. This contract work covering the 3 year period beginning July 1, 2019 thru June 30, 2022 includes removal of an estimated 6,000 cubic yards residual lime from Lagoon #3; Backwash Pond - 400 cubic yards; Lagoon #2 – 3,300 cubic yards residual lime and 5,000 cubic yards from lagoon #1, arranging for and carrying out the reuse or disposal of this material in accordance with the contract specifications including all applicable Michigan Department of Environmental Quality regulations and requirements.
2. The Contractor shall remove the lime residual from the designated lagoons and immediately transport it off site to the point(s) of utilization or disposal. There shall be no on site storage of lime residual outside the lagoon walls.
3. It is anticipated that removal shall be primarily accomplished by long reach excavators and that trucks shall be loaded directly from an excavator operating along the lagoon wall roadway. Dozers have been effectively used to move and stack material in the lagoon to its edges during winter months to accommodate removal by excavators. Alternate methods and equipment for material handling must be approved by the City prior to the start of work.
4. Equipment operation inside the lagoon shall be held to a minimum to minimize disruption of the lagoon bottom. Only "clean" lime residuals are to be removed and the Contractor shall stage and operate his equipment to minimize tracking or incorporation of bottom or side soils into the lime residual. The lagoon does not have to be perfectly cleaned of residual lime and leveled. Some residual lime may be left in the lagoon rather than disrupting or packing the lagoon bottom with unnecessary equipment operation.
5. Acceptable equipment operation and removal practices shall be worked out between the City's on-site Inspector (the Water Plant Superintendent) and the Contractor's on-site foreman prior to or at the start of the work and continuously monitored as the work progresses. The City Inspector may order the Contractor's equipment out of the lagoon if, in his opinion, the Contractor's equipment operation is unnecessarily damaging the lagoon bottom or structure. The Contractor shall propose alternate material handling methods, acceptable to the City, prior to reintroducing equipment into the lagoon. The Contractor shall repair or restore those portions of the lagoon bottom disturbed or excavated during the lime residual removal operation.
6. The Contractor shall not open or disturb the structural integrity of the lagoon wall without specific authorization of the City. Any such opening, if permitted, shall be promptly restored with the original or City approved material compacted in layers so as to match the integrity of the existing lagoon wall.
7. Onsite roadways are considered suitable under routine weather conditions. Any modifications to facilitate the Contractor's operation must be approved by the City and will be done at the Contractor's expense, unless the City approves a permanent improvement and agrees to the cost by Contract Change Order (or separate City Purchase Order).
8. The City shall provide a fire hose and water near the west side plant gate for the contractor's reasonable use for cleaning tires and tailgates to minimize off site tracking of the material. The Contractor shall assure that his truck drivers reasonably clean off their trucks at both loading and unloading stations to prevent the tracking or spilling of material on roadways.
9. The haul route shall be Allendale to Gould Street and thence by designated truck routes to the utilization/disposal site(s). Trucks shall be suitable for the material being hauled, meet all applicable Michigan Motor Vehicle Code requirements, and be equipped with watertight tailgates. The Material shall be covered or sufficiently contained to prevent loss to the environment during transport and delivery to the

application site. Any material spilled or dropped on roadways shall be promptly removed and cleaned up by the Contractor.

10. Prior to the first load in each truck used for hauling, the City Inspector and Contractor's foreman or representative shall verify box and capacity measurements for that truck. The City Inspector retains the right to inspect and measure each load for load verification prior to its leaving the Water Plant site.

11. Load documentation: Each load shall be documented by a load ticket which shall clearly indicate the truck number or designation, the payload cubic yards, the date and time leaving the Plant site, and the delivery destination. The City Inspector's signoff on the load ticket, accepting the load amount **is required**. A duplicate of the signed load ticket shall be provided to the City Inspector daily. Contractor shall document and account for the destination of disposal for each load of spent lime residuals hauled away. **This is mandated by the State of Michigan.**

12. City Inspector: City shall have an onsite Inspector during times of continuous loading and hauling by the Contractor. If the Contractor's loading and hauling operation becomes sporadic, it shall be the Contractor's obligation to provide adequate notice (e.g., cell phone call) to the Inspector of the last load out and the next day's schedule.

13. The Contractor shall be responsible for obtaining and complying with all required state or local permits relative to the utilization or disposal of the residual lime material removed pursuant to this contract. The City will provide to the Contractor any in hand analytical data on the residual lime material. Any additional testing required for state or local permitting shall be arranged and paid for by the Contractor at no additional cost to the City. The Contractor shall provide the City with a copy of any permits and test data related to the utilization or disposal of the residual lime material.

14. The City anticipates the residual lime material removed under this contract will be land applied as an agricultural liming material. Any alternate proposed use or disposal method must be fully disclosed to the City as a part of the Bid Proposal. The City reserves the right to reject alternate proposed use or disposal methods, or to condition its acceptance of alternate use or disposal method(s), if approved, to assure compliance with any applicable regulatory authorities. Any such conditions would be added to the Agreement Form with review and concurrence by the Contractor prior to execution of the Agreement.

15. For use of the material as an agricultural liming product, the Contractor is responsible for: marketing the material, obtaining the property owner's and farmer's authorization, obtaining soil test data and liming recommendations, assuring the timely application at the proper rate, and providing the required documentation to the City.

16. The Contractor shall comply with the conditions of The Michigan Department of Environmental Quality (MDEQ) "Agricultural Use Approval #05-AUA-001 for Lime Sludges from Public Water Treatment Plants", a copy of which is attached and made a part of these specifications. The Contractor shall also assure that any subcontractor, or recipient farm owner or operator receiving and/or applying the residual lime material to land, is provided a copy of these conditions and commits to complying with said conditions. The City (Generator) shall be responsible for obtaining the Michigan Department of Agriculture license to use the residual lime as an agricultural "liming material".

17. It is recognized that weather and field conditions may prevent prompt application and that short-term storage at staging sites might be necessary. Storage sites must be located and/or constructed to avoid any potential runoff or contamination of the surface water or groundwater. Specifically prohibited are sites with sloping land. The residual lime to be used for land application shall not be staged or stockpiled at the field application site (s) for more than one (1) calendar year. Any remaining material must be removed and disposed, at Contractor's expense, at a properly licensed solid waste disposal facility, or alternate disposal method if approved by the Michigan Department of Environmental Quality.

18. Land Application Documentation: For each application site the Contractor shall provide the following documentation to the City: the property location and its legal property description, a plat map highlighting or clearly showing the application site, the owner's name and address and phone number, the farmer's name, address and phone number if other than the owner, the cubic yards delivered to the site, the application area and rate, the date the material was spread and who applied the material, a copy of any applicable soil test data. If the residual lime is spread by the farmer, then the documentation shall also include an acceptance form or letter, signed by the farmer /applicator, acknowledging receipt of and agreeing to conform to the MDEQ use conditions.

19. For non-agricultural disposal, if approved by the City, the Contractor will accept all responsibility and liability for proper disposal of the residual lime material, and shall provide proper documentation to the City regarding said disposal.

20. Contract Times: The contract schedule and completion time(s) shall be pursuant to the Instructions to Bidders and as set forth in the Agreement.

21. Payment: Payment will be on the basis of the cubic yards of lime residual removed from the Water Plant Site, as determined by engineered survey calculations , times the unit price per cubic yard. It is expected that the cleaning, hauling and lagoon restoration portion of the work will start with Lagoon #3 and be completed during fiscal year July 1, 2019 thru June 30,2020, following which the cleaning, hauling and lagoon restoration portion of the work for Lagoon #2 will start during fiscal year July 1, 2020 thru June 30, 2021 with Lagoon #1 following during the fiscal year July 1, 2021 thru June 30, 2022. The Contractor may therefore request payment upon completion of this phase of the work. The City may retain up to 10% of the contract amount pending completion of land application, or alternative disposal, of the residual material and submittal to the City of the required documentation. Final payment shall be made in accordance with General Condition's Paragraph 17, following satisfaction of all contract requirements.

22. Estimated Volume and Sludge Lagoon Sizes:

Lagoon #3 - 6,000 Cubic Yards;	Backwash Pond – 400 Cubic Yards
Lagoon #2 – 3,300 Cubic Yards;	Lagoon #1 – 5,000 Cubic Yards

23. The Contractor shall be responsible for each lagoon to be made ready for use by the water plant following the cleaning, hauling and lagoon restoration. If necessary, Class III sand shall be added to the base of the Lagoon to provide the required drying base. A bottom elevation will be determined as the removal is in progress for each lagoon by the City. The City (Generator) shall be responsible for determining the final condition of each Lagoon.

24. "Agricultural Use Approval #05-AUA-001 for Lime Sludges from Public Water Treatment Facilities" conditions are as follows: