BID DOCUMENTS

FOR

SANITARY SEWER MAIN CLEANING SERVICES



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

June 3, 2016

NOTICE TO BIDDERS

SANITARY SEWER MAIN CLEANING SERVICES FOR THE CITY OF OWOSSO, MICHIGAN

Bids will be accepted until **3:00 p.m. Wednesday, June 15, 2016** for the SANITARY SEWER MAIN CLEANING SERVICES BID at which time bids will be publicly opened and read aloud.

Sealed proposals will be received by the city of Owosso for the SANITARY SEWER MAIN CLEANING SERVICES BID and should be addressed to:

Bid Coordinator City of Owosso 301 W. Main Street Owosso, Michigan 48867

All bids shall clearly contain on the outside of the **sealed** envelope in which they are submitted:

SANITARY SEWER MAIN CLEANING SERVICES

All bids must be in writing and must contain an <u>original</u> signature by an authorized officer of the firm. Electronic bids (i.e., telephonic, fax, email, etc.) are **NOT** acceptable.

The proposal, contract forms and specifications are on file and may be obtained for a fee in accordance with the city's FOIA Policy at the office of the Bid Coordinator, City Hall, 301 West Main Street, Owosso, Michigan 48867. Bid documents are available at no charge on our website at www.ci.owosso.mi.us or on the MITN website at www.mitn.info.

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.

INQUIRIES/ADDENDUMS

Addendums will be available on the city's website at www.ci.owosso.mi.us and on the MITN website at www.mitn.info.

All inquiries regarding this bid must be received at least (5) calendar days prior to the submission. Inquiries shall be received in, and responded to, in writing via FAX at 989-723-8854 or by e-mail to glenn.chinavare@ci.owosso.mi.us.

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.

BID Proposal

SANITARY SEWER MAIN CLEANING SERVICES

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, list under "other services/items offered." This is an "all or nothing" bid which will be awarded in its entirety to the successful bidder.

The undersigned, having examined the bid proposal forms and specifications, does hereby offer a SANITARY SEWER MAIN CLEANING SERVICES BID, listed below at the following prices to wit:

Item	Description	Qty	Unit	Price	Total
1	8" Pipe to be cleaned	51,898	LF		
2	10" Pipe to be cleaned	3,759	LF		
3	12" Pipe to be cleaned	4,563	LF		
4	15" Pipe to be cleaned	1,690	LF		
5	18" Pipe to be cleaned.	7,655	LF		
6	20" Pipe to be cleaned	1,971	LF		
7	Mobilization	1	LT		
			TOTAL		

Bidders Initials _____

these specifications for the city to consider, but the costs associated with these additions shall be stated separately.
REMARKS:

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

On behalf of		, I hereby submit this proposal for your consideration	n. The
undersigned acknowle	edges that this propos	sal is subject to the General Conditions and the Gene	ral
•		uments. In submitting this proposal, it is understood the	•
-	•	proposals, and waive any irregularities in the bidding proposals.	process. The
CITY may award this	contract based on an	ny combination of the total bid and/or alternates.	
Dated and signed at _		State of	
		, 20	
		Bidder	
Witness:			
		By/s/	
		Business Address	
		200.1000 / 100.000	
		 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' expense.

11. 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 Complied 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
	rregistered business address
	nd states that a sub-contract with a business registered, and paying real and/or personal county will be executed for a percentage equal to or greater than twenty-five percent (25%)
	Business name and address of sub-contractor
Percentage of contract	
	Authorized signature
Date	
	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 appro	opriate box and USE CORRECT LEGAL NAME.			
A. Corporation; State of Incorporat	ion			
B. Partnership; List of names				
C. DBA; State full name _	DBA			
D. Other; Explain				
Signature of Bidder(Authorized Signatu	Title			
Signature of Bidder(Authorized Signatu	Title re)			
AddressC	ity Zip			
Telephone ()	_			
Signed this day	of 20			
Bidder acknowledges receipt of the following A	ddenda:			
ADDENDUM NO.	BIDDER'S INITIALS			
				

Form W-9
(Rev. December 2011)
Department of the Treasury

Request for Taxpayer Identification Number and Certification

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

mome	novonde da vide				
	Name (as shown on your income tax return)				
page 2.	Business name/disregarded entity name, if different from above				
ne ns on pa	Check appropriate box for federal tax classification: Individual/sole proprietor				
Print or type See Specific Instructions on	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶				
.E E	☐ Other (see instructions) ▶			1	
ecific	Address (number, street, and apt. or suite no.)	Requi	ester's name and address (opti	ional)	
See S	City, state, and ZIP code				
	List account number(s) here (optional)	1000			
Par	Taxpayer Identification Number (TIN)				
	our TIN in the appropriate box. The TIN provided must match the name	given on the "Name" line	Social security number		
	d backup withholding. For individuals, this is your social security number				
	nt alien, sole proprietor, or disregarded entity, see the Part I instructions			_	
	s, it is your employer identification number (EIN). If you do not have a nupage 3.	imber, see How to get a			
	page 3. If the account is in more than one name, see the chart on page 4 for gui	idelines on whose	Employer identification no	umber	
	er to enter.	10011100 011 1111000			
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				nd	
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 an	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					
becaus	se you have failed to report all interest and dividends on your tax return.	. For real estate transaction	s, item 2 does not apply. F	or 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	Signature of				
Here	U.S. person ▶	Date ►			
Gen	eral Instructions	Note. If a requester gives	you a form other than Form	W-9 to request	

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:

- 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

A. B.

ADDRESS 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:

SANITARY SEWER MAIN CLEANING SERVICES

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

SANITARY SEWER MAIN CLEANING SERVICES

The City of Owosso requires cleaning services for various size gravity sewer mains. Cleaning method will be high velocity water jetting. Some root cutting may be required. In areas where granular material exists, more than one pass may be required to jet clean.

Attached is a spreadsheet listing of each pipe section to be cleaned, along with details specifying the type obstruction encounter (root ball, gravel, encrustation, etc.) This attachment is also broken down by pipe size and quadrant location within the City of Owosso.

Attached is a copy of the GIS collection System Map that will provide the necessary guidance and location information by Street.

Owner Provided

- GIS maps for location of mains to be cleaned.
- Spreadsheets detailing previous attempts to camera mains will be provided, along with information restricting passage of camera. This data is less than 100 days old as of May 27, 2016.
- Water supply for filling Vactor tanks at no charge. Hydrant locations will be identified.
- Accumulated debris can be dumped at the Wastewater Treatment Facility located at 1410 Chippewa Trail Street.
- Public notification of scheduled cleaning will be posted on the City website, advising of contract sewer cleaning and precautions to take.

Contractor Provided

- Contractor shall be responsible for the care, preservation, and retrieval of all equipment utilized.
- Contractor to provide own RPZ device for filling tanks at source of water supply.
- Contractor shall notify property owners in advance of cleaning services, to advise of precautions to take
 while cleaning/jet-vac operations are underway. This should be accomplished not later than 24 hours in
 advance of scheduled work for each street.
- Traffic control devices in accordance with State of Michigan Part 6, Manual for Uniform Traffic Control Devices (MUTCD). Owner may provide additional traffic control on state trunk lines if requested.

The following pipe size and lengths (linear feet) are required for cleaning:

•	8 inch	LF	51,898
•	10 inch	LF	3,759
•	12 inch	LF	4,563
•	15 inch	LF	1,690
•	18 inch	LF	7,655
•	20 inch	LF	1.971

Contractor will provide the following information for cost of services submittal:

- Price per linear foot for each size pipe to be cleaned.
- Mobilization cost.
- Proof of Liability Insurance. Request adds the City of Owosso as an additional insured.
- Advise if one or more jet vac vehicles will be deployed.
- Date/s available to start.

Proposed schedule.

Points of contact City of Owosso are as follows:

- Glenn Chinavare Director at 989-725-0555 or email: glenn.chinavare@ci.owosso.mi.us
- Tim Guysky Superintendent WWTP 989-725-0562 or email: timothy.guysky@ci.owosso.mi.us









































