

**BID FOR
SANITARY/STORM SEWER CLEANING
AND
INSPECTION**

CITY OF BIG RAPIDS

**PUBLIC WORKS DEPARTMENT
226 N. MICHIGAN AVENUE
BIG RAPIDS, MI 49307**

231-592-4015

NOTICE TO BIDDERS

CITY OF BIG RAPIDS SANITARY/STORM SEWER CLEANING AND INSPECTION

The City of Big Rapids will accept sealed bids for **SANITARY/STORM SEWER CLEANING AND INSPECTION** until 2:00 p.m. local time, Tuesday, June 26, 2018 in the Office of the City Treasurer, 226 North Michigan Avenue, Big Rapids, MI 49307.

Specifications may be obtained at the Office of Public Works.

All proposals shall be clearly marked "**SANITARY/STORM SEWER CLEANING AND INSPECTION**". The City of Big Rapids reserves the right to accept or reject all or any bids or to waive informalities, and to award the bid in any manner deemed to be in the best interest of the City. The City of Big Rapids is an Equal Opportunity Provider. TRS users may dial 711 for service.

Heather Bowman
Director of Public Works

TABLE OF CONTENTS

Bid Specification	1 - 3
Technical.....	4 - 5
Confined Space Entry	6 - 7
Equipment	8
Television Inspection	9 - 10
Scope of Work	11
Bid Proposal Form	12 - 15
E.E.O. Statement.....	16
Status of Bidder.....	17
Agreement	18 – 19
Income Tax Withholding	20
Bidders List.....	21

BID SPECIFICATIONS

I. GENERAL:

A. Inspection of Premises:

Prior to submitting a bid, each bidder shall personally investigate the City's requirement for Sanitary/Storm Sewer Cleaning and Inspection, so as to arrive at a clear understanding of the services to be rendered, the manner and conditions under which the services are to be performed, and to familiarize himself/herself with all aspects of Sanitary/Storm Sewer Cleaning and Inspection requirements.

B. Per Foot/Each Bid Price Requested:

As requested on the "Bid" section of this bid document, "per foot" rate and "each" bid price(s) shall be submitted for Sanitary/Storm Sewer Cleaning and Inspection in accordance with all specifications outlined herein.

C. Award of Contract and Commencement of Services:

Contract award(s) will be made within approximately 10 days of bid opening date. The successful bidder(s) shall enter into an Agreement within ten (10) days of the award of contract. Upon entering into an Agreement, contractual services will commence on an "AS REQUIRED" basis during the period of the Agreement.

D. Invoicing and Payments:

The CONTRACTOR shall submit detailed invoices as required herein to the City. The invoices will be subject to verification by the City and in the event no discrepancies exist, will be paid within 30 days of receipt.

E. Licenses and Permits:

Prior to commencing any contractual services, the CONTRACTOR shall obtain and furnish the City copies of all necessary approvals and permits, prior to entering into an Agreement.

F. Insurance Requirements:

1. The CONTRACTOR shall carry the following insurance and prior to entering into an Agreement; provide the City proof of said insurance:
 - a. Worker's Compensation in accordance with Michigan Statutes (Individual contractors will be required to obtain, at their own expense, Worker's Compensation Insurance; and
 - b. Contractor's Public Liability with limits of not less than \$1,000,000/\$1,000,000 to protect the CONTRACTOR and City against claims for the injury or death of one or more persons and \$300,000/\$300,000 to protect the CONTRACTOR and City against claims for injury to or destruction of property. City of Big Rapids to be

added as an additional insured; and

- c. Motor Vehicle Liability Insurance with limits of not less than \$1,000,000/\$1,000,000.

- 2. Notification of Cancellation - The CONTRACTOR shall immediately notify the City prior to the cancellation of, or change in, any such insurance required herein. If any of the insurance is canceled, the contractor shall cease operations on the date of termination and shall not resume operations until new insurance is in force.

G. Hold Harmless Clause:

The CONTRACTOR shall, upon execution of the Agreement, agree to assume all liability for and protect, indemnify and save the City, its agents, officers, and employees harmless from and against all actions, claims, demands, judgments, losses, expense of suits or actions and attorney fees for injuries to, or death of, any person or persons whomsoever, including the parties hereto, and their agents. Said CONTRACTOR shall pay, settle, compromise, and procure the discharge of any and all claims and losses, damages, and expenses. No employee of the CONTRACTOR shall at any time be considered an agent or employee of the City.

H. Equal Employment Opportunity Statement:

All bidders are required to submit with their bid a signed copy of the attached "Equal Employment Opportunity Statement."

I. Assignments:

The CONTRACTOR shall not assign, transfer, convey or otherwise dispose of the contract or his right to execute it or his right, title, or interest to it or any part thereof or assign any of the monies due or to become due under the contract, without the prior written consent of the City.

J. Subletting:

The CONTRACTOR shall not sublet or assign any portion of the contract without the written consent of the City. Such consent shall not relieve the CONTRACTOR from full responsibility for the performance of the contract.

K. Safety:

The CONTRACTOR shall comply with all Federal, State and local laws and regulations governing the furnishing and use of all safeguards, safety devices, and protective equipment, and take any other needed actions on his own responsibility as necessary to protect the life and health of employees on the job and the safety of the public and to protect property during the performance of the contract.

Contractors shall submit to the City their Confined Space Program in written format submitted with bid documents.

L. Cancellation Clause:

The City shall have the right to terminate the Contract upon written notice for just cause. The City shall have the right to terminate the Contract immediately if the CONTRACTOR fails to comply with all applicable state and local regulations or for nonperformance which may endanger the public health, safety or welfare.

M. Workmanship:

All contractual services shall be performed only by personnel trained and experienced in the various aspects of applicable equipment operation as required herein.

N. References:

The Contractor shall provide, with the bid, references including personal names and phone numbers where they have undertaken at least five jobs of similar scope and complexity in the last two years.

O. Term of Contract

The contract shall be for the period defined as follows:

July 1, 2018 through June 30, 2021

The City of Big Rapids may extend the contact for 2 (two) 1-year periods if both parties agree to continue.

P. Submission of Bid:

All bids must be submitted to the City of Big Rapids, Office of the City Treasurer, 226 North Michigan Avenue, Big Rapids, Michigan 49307 by 2:00 p.m. local time, Tuesday, June 26, 2018 in sealed envelopes plainly marked "**BID FOR SANITARY/STORM SEWER CLEANING AND INSPECTION**".

II. TECHNICAL

General

1. SEWER LINE CLEANING shall be performed by a vactor/sewer jet combination truck. Selection of equipment shall be based on such field conditions as access availability to manholes, type of debris to be removed, depth of sewer flow, etc.
2. SEWER FLOW CONTROL shall be accomplished as required and at the direction of the City.
3. VIDEO RECORDING or current technology shall be required for the documentation of various field conditions and activities as directed by the City. Shall use: "Pipeline Assessment Certification Program".

SEWER LINE CLEANING

1. Since the success of the other phases of work depends a great deal on the cleanliness of the lines, the importance of this phase of the operation cannot be stressed too strongly. It is recognized that there are some conditions such as badly broken or eroded pipe or major blockages that prevent cleaning from being accomplished or where additional sewer line damage would be done if cleaning is attempted or continued. Should conditions of this nature be encountered, the Contractor shall notify the City.
2. Sewer Cleaning: The designated sanitary sewer manhole sections shall be cleaned using vactor type sewer cleaning equipment. Selection of the equipment used shall be based on the conditions of the lines at the time the work commences. The equipment and methods selected shall be satisfactory to the City. The equipment selected for cleaning shall be capable of removing roots, dirt, grease, rocks, sand, and other deleterious materials and obstructions from the sewer lines and manholes less than 1/2". If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be reset up on the other manhole and cleaning again attempted. If, again, successful cleaning cannot be performed or the equipment fails to traverse the entire manhole section, the Contractor shall notify the City.
3. Material Removed: All sludge, dirt, sand, rocks, grease and other solid or semi-solid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section which could cause line stoppages, accumulations of sand in wet wells, or damage pumping equipment shall not be permitted.
4. Disposal of Materials: All sanitary sewer solids or semi-solids resulting from the cleaning operations shall be removed from the site and disposed of in an approved sanitary landfill. The City will pay the landfill directly. Contractor shall include hauling cost as part of the bid process. All materials shall be removed from the site no less often than at the end of each workday. Under NO circumstances will the Contractor be allowed to accumulate debris, etc., on the site of work beyond the stated time, except in totally enclosed containers and as approved by the City. Contractor to provide written proof of proper disposal.

5. **Cleaning Precautions:** During all sewer cleaning operations, satisfactory precautions shall be taken to protect the sewer lines from damage that might be inflicted by the improper use of cleaning equipment. Whenever hydraulically propelled cleaning tools, which depend upon water pressure to provide their cleaning force or any tools which retard the flow of water in the sewer line are used, precautions shall be taken to ensure that the water pressure created does not cause any damage or flooding to public or private property being served by the manhole involved. The flow of sewage in the sewer lines shall be utilized to provide necessary pressures for hydraulic cleaning devices whenever possible. When additional quantities of water from fire hydrants are necessary to avoid delay in normal working procedures, the water shall be conserved and not used unnecessarily. No fire hydrant shall be obstructed in case of a fire in the area served by the hydrant nor shall a hydrant be used for the purpose described unless backflow protection device is installed.
6. **Root Removal:** Roots shall be removed in the designated sections where root intrusion is a problem. Special precautions should be exercised during the cleaning operation to assure almost complete removal of visible roots from the joint area. Any extensive visible roots which could prevent the sealing of the packer or could prevent the proper application of chemical sealants shall be removed. Procedures may include the use of high pressure jet cleaners. A method of chemical root treatment to insure root removal may be used at the option of the Contractor and as specified in 7 below.
7. **Chemical Treatment of Roots:** To aid in the removal of roots and at the option of the Contractor, manhole sections that have root intrusion may be treated with an approved label herbicide. Contractor shall contact Wastewater Treatment Plant Superintendent at 616-796-8483 to assure compatibility. The application of the herbicide to the roots shall be done in strict accordance with the manufacturer's recommendations and specifications in such a manner to preclude any damage to surrounding vegetation. Any damaged vegetation so designated by the City shall be replaced by the Contractor at no additional cost to the City. All safety precautions as recommended by the manufacturer shall be strictly adhered to concerning handling and application of the herbicide.
8. **Final Acceptance:** Acceptance of this portion of the work shall be made upon the successful completion of the television inspection and shall be to the satisfaction of the City's representative.
9. Contractor shall respond to emergencies within two hours of receiving call.
10. Contractor shall list emergency names and phone numbers for 24 hour contact.
11. Contractor shall list all equipment that is available to the City of Big Rapids – make, year, components and capacity.
12. Provide five references of municipal customers. Provide current contact person and phone number.

CONFINED SPACE ENTRY

I. Definition and Intent:

- a. For the purpose of this rule, the term "confined space" means any space which has limited openings for employee entry and exit, unfavorable natural ventilation which could contain or produce dangerous concentrations of air contaminants, flammable gases or vapors, or a deficiency of oxygen, and is not intended for continuous employee occupancy. Confined spaces include, but are not limited to: storage tanks, process bins, boilers, ventilation or exhaust ducts, sewers, manholes, underground utility vaults, tunnels and pipelines.
- b. Before an unprotected employee enters a confined space, the atmosphere shall be thoroughly tested, adequate ventilation assured, and the atmosphere shall be continually monitored until all work in the confined space is finished. Precautions shall be taken to prevent the creation of non-respirable or hazardous atmosphere in such confined space during the time that an employee(s) is (are) inside.

NO employee shall enter a confined space and **NO** employee shall direct, permit or allow another under his supervision to enter a confined space without:

- a. Road level safety equipment in place (signs, flashers, etc.)
 - b. Hard hats on all employees at the site.
 - c. Other personnel safety equipment as job and location dictates.
 - d. Extinguishing all smoking material.
 - e. Wearing a safety harness and lifeline if confined space is over six feet deep from entry point to bottom.
 - f. Testing confined space, using an approved detection device before entry and providing continuous monitoring during entry.
 - g. Ventilating the space, using approved methods or devices.
 - h. Recording all test results.
 - i. Supervisor or his designate filling out the City entry permit.
 - j. At least one employee on the surface in direct communication with employee in the confined space at ALL times.
 - k. Employee equipped with two-way radio on site at ALL times.
 - l. Continued monitoring of the confined space while any employee is within the space, using the approved detector.
 - m. Notifying supervisor prior to entry and on completion of the confined space entry operation.
- II. Contractor shall provide the City with a copy of their MIOSH Complaint Confined Space Entry Program with their bid.

CONFINED SPACE ENTRY PERMIT

CONFINED SPACE LOCATION

DATE _____ TIME

REASON FOR ENTRY

YES NO READING _____

- 1. HAS CONFINED SPACE BEEN CHECKED WITH DETECTOR yes no
- 2. HAS CONFINED SPACE BEEN VENTILATED yes no
- 3. HAS SUPERVISOR BEEN NOTIFIED BEFORE ENTRY yes no
- 4. IS ALL SAFETY EQUIPMENT IN PLACE AND ON EMPLOYEE(S) yes no
- 5. DETECTOR IS ON EMPLOYEE TO PROVIDE CONTINUOUS MONITORING yes no
- 6. EMPLOYEE WITH TWO-WAY RADIO ON SITE yes no
- 7. STAND-BY EMPLOYEE(S) ON SITE FOR CONTINUOUS COMMUNICATION yes no
- 8. DETECTOR IS OPERATING PROPERLY (BATTERY CHECK, SELF DIAGNOSIS) yes no

IF THE ANSWER IS NO TO ANY OF THE ABOVE DO NOT ENTER. CONTACT SUPERVISOR IMMEDIATELY.

PERMIT TO BE COMPLETED BY SUPERVISOR OR HIS DESIGNATE.

SUPERVISOR OR DESIGNATE _____ DEPT.

EMPLOYEES ASSIGNED

COPY TO BE FORWARDED TO DIRECTOR OF PUBLIC WORKS

Equipment

Vactor/Sewer Jet Type Combination. TV camera and recording equipment.

Sewer Flow Control

1. City crews shall be responsible for checking for normal flow in lines before work is started. City shall do site clearing.
2. Contractor shall notify residents in the area to be worked on prior to starting work. This may be accomplished by letter or door hangers. If customers are asked to not use the sewer, a 24 hour prior notice shall be required (where required by the City).
3. When sewer line flows at the upstream manhole of the manhole section being worked are above the maximum allowable requirements for television inspection, joint treating or joint sealing, the flows shall be reduced to the levels shown in number 4 below by manual operation of pump stations, Plugging/Blocking of the flows or by Pumping/Bypassing of the flows, as specified.
4. Sewer flows shall not exceed those shown below for the respective line sizes as measured in the manhole when performing television inspection, joint testing or joint sealing tasks.

Maximum Line Flows	Television Inspection
Over 24" Pipe	30% of pipe diameter

5. Plugging or Blocking: A sewer line plug shall be inserted into the line at a manhole upstream from the section being inspected and/or sealed. The plug shall be so designed that all or any portion of the sewage flows can be released. During the inspection, testing or sealing portion of the operation, flows shall be cut off or reduced to within the maximum flow limits specified in number 4 above. After the work tasks have been completed, flows shall be restored to normal.
6. Pumping and Bypassing: When pumping/bypassing is required, the Contractor shall supply the necessary pumps, conduits and other equipment to divert the flow of sewage around the manhole section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flows plus additional flow that may occur during periods of a rain storm. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing system. If pumping is required on a 24-hour basis, all engines shall be equipped in a manner to keep the pump noise at a minimum.
7. Flow Control Precautions: Whenever flows in a sewer line are blocked, plugged or bypassed, sufficient precautions must be taken to protect the sewer lines from damage that might be inflicted by excessive sewer surcharging. Further, precautions must be taken to ensure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved. Contractor shall be liable for any damage caused by sewer backup into a homeowner's residence.
8. Contractor is responsible for site restoration.

Television Inspection

1. Where infiltration or other defects are suspected after cleaning, the manhole section shall be visually inspected by means of video camera. Contractor to provide standard VHS color tape or current technology for the areas televised. The inspection will be done one manhole section at a time and the flow in the section being inspected will be suitably controlled as specified in the Sewer Flow Control section above.
2. Tapes must have the following included: Audible comments and Visual footage indicator.
3. The video camera used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear picture for the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. Picture quality and definition shall be to the satisfaction of the City and if unsatisfactory, equipment shall be removed and no payment made for unsatisfactory inspection.
4. The camera shall be moved through the line in either direction at a uniform rate, stopping when necessary to insure proper documentation of the sewer's condition but in no case will the video camera be pulled at a speed greater than 30 feet per minute. Manual winches, power winches, cable and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. If, during the inspection operation, the camera will not pass through the entire manhole section, the Contractor shall reset up his equipment in a manner so that the inspection can be performed from the opposite manhole. If, again, the camera fails to pass through the entire manhole section, the area shall be documented and the inspection shall be considered complete and no additional inspection work will be required.
5. Whenever non-remote powered and controlled winches are used to pull the camera through the line, telephones or other suitable means of communication shall be set up between the two manholes of the section being inspected to insure good communications between members of the crew.
6. The accuracy of measurements cannot be stressed too strongly. Measurement for location of defects shall be above ground by means of a meter device. Marking on cable, or the like, which would require interpolation for depth of manhole, will not be allowed. Measurement meters will be accurate to two tenths (0.2) of a foot over the length of the section being inspected. Accuracy of the measurement meters shall be checked daily by use of a walking meter, roll-a-tape or other suitable device.
7. Documentation of the results shall be as follows:
 - a. Television Inspection Logs: Printed location records shall be kept by the Contractor and will clearly show the location, in relation to adjacent manholes, of each infiltration point discovered by the television camera. In addition, other points of significance such as locations of building sewer, joints, unusual conditions, roots, storm sewer connections, collapsed sections, presence of scale and corrosion and other discernible features will be recorded and a copy of such records will be applied to the City. Log and individual sheet records shall be compiled in a 3-ring binder. Acceptable Inspection Report is attached.
 - b. Photographs: Instant developing, 35mm or other standard size photographs of the monitor or problem areas shall be taken by the Contractor upon request of the City, so long as photographing does not interfere with the Contractor's operations.

- c. Color VHS Video Tape Recordings or current technology: the purpose of tape recording shall be to supply a visual and audio record of problem areas of the lines that may be replayed both daily and at future presentations. Video tape recording playback shall be at the same speed that it was recorded. Slow motion or stop motion play back features shall be supplied at the option of the Contractor. Title to the tape shall remain with the Contractor; however, the City reserves the right to purchase any or all of the tapes at the completion of the project. Tapes shall be readily accessible for review by the City during the project and for 30 days after the completion of the project, at which time the tapes may be erased at the Contractor's option. VHS video tape shall be of high quality.

SCOPE OF WORK

SCOPE OF WORK

1. Annual Service Work

Regular and emergency cleaning, root removal and control, televising, joint repair and smoke testing. Bid shall list price per foot for each pipe size with minimum number of feet required to receive price (if applicable).

SANITARY/STORM SEWER CLEANING AND INSPECTION

- BID PROPOSAL FORM – (additional work, if required)

TO: The City of Big Rapids

The undersigned has examined the specifications and requirements contained within the City of Big Rapids BID INVITATION for Sanitary/Storm Sewer Cleaning and inspection and is prepared to furnish the complete vehicle in strict accordance with all stipulations contained herein.

A. SANITARY SEWER LINE CLEANING

Pipe Sizes	Price/Foot	Min. Footage
6"	_____	_____
8"	_____	_____ -
10"	_____	_____ -
12"	_____	_____ -
15"	_____	_____ -
18"	_____	_____ -
20"	_____	_____ -
24"	_____	_____ -
30"	_____	_____ -

B. VHS VIDEO TAPING OR CURRENT TECHNOLOGY

6"	_____	_____
8"	_____	_____ -
10"	_____	_____ -
12"	_____	_____ -
15"	_____	_____ -
18"	_____	_____ -
20"	_____	_____ -
24"	_____	_____ -
30"	_____	_____ -

C. JOINT REPAIR

6"	_____	_____
8"	_____	_____ -
10"	_____	_____ -
12"	_____	_____ -
15"	_____	_____ -
18"	_____	_____ -
20"	_____	_____ -
24"	_____	_____ -
30"	_____	_____ -

D. ROOT CONTROL

6"	_____	_____
8"	_____	_____ -
10"	_____	_____ -
12"	_____	_____ -
15"	_____	_____ -
18"	_____	_____ -
20"	_____	_____ -
24"	_____	_____ -
30"	_____	_____ -

E. SMOKE TESTING

6"	_____	_____
8"	_____	_____ -
10"	_____	_____ -
12"	_____	_____ -
15"	_____	_____ -
18"	_____	_____ -
20"	_____	_____ -
24"	_____	_____ -
30"	_____	_____ -

F. Cost/Mile for hauling waste material to approved sanitary landfill. _____

G. State in approximate hours of time your firm can respond to notification of:

ANNUAL SCHEDULED CLEANING _____ -
 EMERGENCY SEWER PROBLEMS _____ -

A. STORM SEWER LINE CLEANING

Pipe Sizes	Price/Foot	Min. Footage – 400'
6"	_____	_____
8"	_____	_____ -
10"	_____	_____ -
12"	_____	_____ -
15"	_____	_____ -
18"	_____	_____ -
20"	_____	_____ -
24"	_____	_____ -
30"	_____	_____ -

B. VHS VIDEO TAPING

6"	_____	_____
8"	_____	_____ -
10"	_____	_____ -
12"	_____	_____ -
15"	_____	_____ -
18"	_____	_____ -
20"	_____	_____ -

24" _____ -
30" _____ -

C. JOINT REPAIR & STAINLESS SLEEVES

6" _____
8" _____ -
10" _____ -
12" _____ -
15" _____ -
18" _____ -
20" _____ -
24" _____ -
30" _____ -

D. ROOT CONTROL

6" _____
8" _____ -
10" _____ -
12" _____ -
15" _____ -
18" _____ -
20" _____ -
24" _____ -
30" _____ -

E. SMOKE TESTING

6" _____
8" _____ -
10" _____ -
12" _____ -
15" _____ -
18" _____ -
20" _____ -
24" _____ -
30" _____ -

F. Cost/Mile for hauling waste material to approved sanitary landfill. _____

G. State in approximate hours the time your firm can respond to notification of:

The City Commission reserves the right to reject any or all bids, waive informalities and to award the bid in any manner deemed to be in the best interest of the City.

NAME OF COMPANY _____ \

ADDRESS _____ \

CITY, STATE, ZIP _____ \

TELEPHONE NUMBER _____

AUTHORIZED SIGNATURE _____

TITLE _____ \

DATE _____ \

FEDERAL I.D. NO. _____ \

CITY OF BIG RAPIDS
226 North Michigan Avenue
Big Rapids, MI 49307

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

Contractor hereby agrees to abide by the following requirements for affirmative action with respect to the work to be performed under this Contract.

1. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin or sex and will take affirmative action to prevent such discrimination. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
2. In soliciting or advertising for employees placed by or on behalf of the Contractor, Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin or sex. For this purpose it shall suffice to place the words "An Equal Opportunity Employer" in a predominant place at the office of said Contractor.
3. Contractor shall send notice of the City's policy regarding affirmative action to each labor union or representative of workers with which Contractor has any agreement, contract or other understanding.
4. Contractor shall furnish information and reports as requested by the City in accordance with this policy. Contractor shall provide access to his employment books, records and accounts to any duly authorized representative of the City in order to allow such representative to ascertain whether or not this policy is being complied with by the Contractor.

The undersigned has examined the requirements herein and is prepared to perform all work in strict accordance with the stipulations contained in the EQUAL EMPLOYMENT OPPORTUNITY STATEMENT.

NAME OF COMPANY _____`
ADDRESS _____`
CITY, STATE, ZIP _____`
TELEPHONE NUMBER _____`
AUTHORIZED SIGNATURE _____`
TITLE _____`
DATE _____`

**NAME, ADDRESS, LEGAL STATUS AND
SIGNATURE OF BIDDER**

This Proposal is submitted in the name of:

The undersigned hereby designates below his business to which all notices, directions or other communications may be served or mailed:

Street _____ \
 City _____ \
 State _____ Zip Code _____ \

The undersigned hereby declares that he has the legal status checked below:

- INDIVIDUAL
- INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME
- CO-PARTNERSHIP
- The Assumed Name of the Co-partnership is registered in the
County of _____, Michigan
- CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF
_____. The Corporation is
- LIMITED LIABILITY COMPANY FORMED UNDER THE LAWS OF THE STATE
OF _____
- LICENSED TO DO BUSINESS IN MICHIGAN
- NOT NOW LICENSED TO DO BUSINESS IN MICHIGAN

The name, titles and home addresses of all persons who are Officers or Partners in the organization are as follows:

NAME AND TITLE	HOME ADDRESS
_____	_____ \ _____ \ _____ \ _____ \ _____

SIGNED AND SEALED This _____ day of _____ \

BY (Signature) _____ PRINTED NAME OF SIGNER _____

 TITLE TELEPHONE NUMBER

CITY OF BIG RAPIDS

AGREEMENT

THIS AGREEMENT, made as of the _____ day of _____, by and between the CITY OF BIG RAPIDS, hereinafter called OWNER, and _____ hereinafter called the CONTRACTOR.

WITNESSETH, that whereas the OWNER intends to _____, hereinafter called the Project in accordance with the Plans, Specifications and other Contract Documents as prepared by the City of Big Rapids and _____.

NOW, THEREFORE, THE OWNER and CONTRACTOR for the consideration hereinafter set forth, agree as follows:

I. THE CONTRACTOR AGREES to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete, in a workmanlike manner, all work required for the Construction of the Project, in strict compliance with the Contract Documents herein mentioned, which are hereby a part of the Contract.

A. Contract Time: Work under this Agreement shall commence upon written notice to proceed, and shall be completed within 30 days.

If the CONTRACTOR refuses or fails to prosecute the work, or any separate part thereof, with such diligence as will insure its completion, ready to use, within the number of consecutive calendar days specified herein, or any extension thereof, or fails to complete said work within such time, the OWNER may, by written notice to the CONTRACTOR, terminate his right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the OWNER may take over the project and prosecute the same to completion, by contract or otherwise, and the CONTRACTOR and his sureties shall be liable to the OWNER for any excess cost occasioned the OWNER and may take possession of and utilize in completing the Project such materials, appliance, and plant as may be on the site of the Project and necessary therefor.

B. Liquidated Damages: If the OWNER does not terminate the right of the CONTRACTOR to proceed, the CONTRACTOR shall continue the Project, in which event the actual damages for the delay will be impossible to determine and in lieu thereof, the CONTRACTOR shall pay the OWNER the sum of \$100.00 (One Hundred Dollars) per day of delay until the Project is substantially completed, ready for operation, and the CONTRACTOR and his Sureties shall be liable for the amount thereof. Provided, however, that the right of the CONTRACTOR to proceed shall not be terminated or the CONTRACTOR charged with liquidated damages because of any delays in the completion of the Project due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, INCLUDING, but not restricted to acts of God or of the public enemy, acts of the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of Sub-Contractors due to such causes, and the CONTRACTOR shall, within ten (10) days from the beginning of any such delay (unless the OWNER shall grant a further period of time prior to the date of final settlement of the Contract) notify the OWNER in writing of the cause of delay who shall ascertain the facts and the extent of the delay and extend the time for completing the work, when, in its judgment, the finds of fact justify such an extension and its findings of fact thereon shall be final and

conclusive on the parties thereto.

C. Sub-Contractors: The CONTRACTOR agrees to bind every sub-contractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relation between any Sub-Contractor and the OWNER.

II. THE OWNER AGREES to pay, and the CONTRACTOR agrees to accept, in full payment for the performance of this Contract, the Contract amount of _____ Dollars (\$ _____) in accordance with the provisions of the Contract Documents.

III. AUTHORITY AND RESPONSIBILITY OF THE _____: All work shall be done under the general supervision of the _____. The _____ shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Plans and Specifications and all questions as to the acceptable fulfillment of the Contract on the part of the CONTRACTOR.

IV. SUCCESSOR AND ASSIGNS: This Agreement and all of the covenants hereof shall insure to the benefit of and be binding upon the OWNER AND THE CONTRACTOR respectively and his partners, successors, assigns and legal representatives. Neither the OWNER nor the CONTRACTOR shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first above written.

ATTEST

City of Big Rapids

Contractor

By

By

Title

BUSINESS ADDRESS

Telephone

INCOME TAX REGULATIONS REGARDING BIDS PROPOSALS:

REFERENCE: City of Big Rapids filing of **Withholding and Big Rapids Income Tax Return** for projects within the City of Big Rapids, Michigan 49307.

According to the City of Big Rapids Income Tax Ordinance and Rules and Regulations, all employers (including general contractors and subcontractors) in Big Rapids having one or more employees and all employers outside of Big Rapids who conduct business in Big Rapids, are required to **withhold tax** from employees and **file a tax return**.

In order to be in compliance with the City's Income Tax Ordinance, please provide a **list** of all subcontractors and addresses, doing business at the above address of \$25,000 or more to the City of Big Rapids Income Tax Office.

As an employer, if you are withholding, please notify this office to verify the Federal I.D. Number and the Name (Doing Business As) which you are reporting. If you are not currently withholding, please contact this office to complete and return the EMPLOYER REGISTRATION CARD and begin withholding.

All employers are required to remit monthly if the monthly withholding exceeds \$100 and quarterly if the monthly withholding is less than \$100. The *Registration Card*, instructions, and coupons for withholding are available on the City of Big Rapids website: www.cityofbr.org

Section 61 of the City of Big Rapids Income Tax Ordinance states:

An employer shall file with the City a reconciliation of quarterly returns on or before the last day of February following each calendar year in which the employer has withheld from an employee's compensation.

The same filing date applies to W-2's. The ordinance does not allow for an extension of time for filing the reconciliation or the W-2's.

If you have any questions, please feel free to call us at (231) 592-4012.

Thomas Paul
Income Tax Administrator

Bids for SANITARY/STORM SEWER CLEANING AND INSPECTION were sent to the following Contractors.

Plummers Environmental
10075 Sedroc Industrial Dr
Byron Center, MI 49315
616-877-3930

Pollution Control Services
3947 US 131 North
P.O. Box 1030
Kalkaska MI 49646
231-342-9826

Ryan's Modern Sewer
316 Bradford NE
Grand Rapids, MI 49503
616-458-3993

Terra Contracting, LLC
Attn: Steve A Taplin
5787 Stadium Dr
Kalamazoo MI 49009