

CITY OF FLINT, MICHIGAN  
DEPARTMENT OF FINANCE  
DIVISION OF PURCHASES & SUPPLIES



Sheldon A. Neeley, Mayor

CITY OF FLINT BID NO.20000029  
PAINTING TWO (2) DECANT TANKS

Date Posted: 04/19/20

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CITY OF FLINT  
FINANCE DEPARTMENT  
DIVISION OF PURCHASES AND SUPPLIES  
City Hall, 1101 S. Saginaw Street, Room #203 – Flint, Michigan 48502  
(810) 766-7340 [www.cityofflint.com](http://www.cityofflint.com)

INVITATION TO BID

OWNER/RETURN TO:  
THE CITY OF FLINT  
FINANCE DEPARTMENT – DIVISION OF PURCHASES AND SUPPLIES  
1101 S. SAGINAW ST., ROOM 203, 2nd FLOOR  
FLINT, MI 48502  
BID NO.: 20000029

SCOPE OF WORK:

The City of Flint, Finance Department of Purchases & Supplies, is soliciting sealed bids for providing:

PAINTING TWO (2) DECANT TANKS

Per the attached additional requirements.

If your firm is interested in providing the requested services, please submit one (1) original and one (1) printed copy of your detailed bid to the City of Flint, Finance Department of Purchases and Supplies, 1101 S. Saginaw St., Room 203, Flint, MI, 48502, by **May 6, 2020 at 1:00 PM (EST)**. Please note: all detailed bids received after 1:00 PM (EST) will not be considered. Bids must be in a sealed envelope clearly identifying the proposal and number. Faxed bids are not accepted.

*The City reserves the right to waive any irregularities and accept or reject any or all proposals submitted. The City is an equal opportunity employer.*

All additional proposal documents, requirements, addendums, specifications, and plans/drawings (if utilized) are available on the Purchasing page of the City of Flint's web site at <https://www.cityofflint.com/finance/purchasing/bids-2/> under "open bids" and the specific bid or proposal number assigned to this notice.

New vendors should complete and submit a vendor application, IRS W-9 Form, and ONLY a Vendor ACH Payment Authorization Form if awarded bid with the City of Flint. Links to these forms are available at <https://www.cityofflint.com/finance/accounts-payable-department/>

Results may be viewed next business day online EXCEPT when a bid is under review. The bidders/public will only see the names of the bidders that submitted a bid, not their cost. This will protect the bidders cost in case there is a re-bid. <https://www.cityofflint.com/finance/purchasing/results/> under "bid results".

Any questions regarding the proposal process may be directed to Joyce McClane in writing by no later than **April 27, 2020** before 12:00 PM to [jmcclane@cityofflint.com](mailto:jmcclane@cityofflint.com).

*The City of Flint may hold proposals for a period of 120 days from opening, for the purpose of reviewing the results and investigating the qualifications of proposal prior to making an award.*

*The bidder acknowledges that by signing this document that he/she is duly authorized to make said offer on behalf of the company he/she represents and that said bid is genuine and not sham or collusive and not made in the interests or on behalf of any person not therein named, and that he/she and said bidder have not directly induced or solicited any other person(s) or corporation to refrain from responding to this solicitation and that he/she and said bidder have not in any manner sought by collusion to secure to himself/herself and said bidder any advantage over any other bidder.*

Sincerely,



Joyce A. McClane, CPPB  
Purchasing Manager

**CITY OF FLINT PROPOSAL BID NO.20000029  
PAINTING TWO (2) DECANT TANKS**

On Tuesday, March 10, 2020, Governor Gretchen Whitmer declared a State of Emergency after two individuals were confirmed testing presumptively positive for COVID-19. On Thursday, March 12, 2020, Mayor Sheldon A. Neeley declared a local State of Emergency to exist in the City of Flint as a result of the threat of COVID-19. On Sunday, March 15, 2020, effective March 17, 2020, Mayor Neeley, based on the COVID-19 public health threat, closed City Hall to the public. Residents were asked to take precautionary measures. On March 22, 2020, Mayor Neeley asked residents to participate in a voluntary shelter in place. On March 23, 2020, the City Council approved the continuation of the declaration of a State of Emergency.

Based on the White House guidelines issued on March 16, 2020, and continued on March 30, 2020, for an additional 30 days, it is recommended that people not gather in groups larger than 10 people in order to "flatten" the curve and slow the spread of the virus. On March 24, 2020, Governor Whitmer instituted Executive Order 2020-21, a temporary requirement to suspend activities that are not necessary to sustain or protect life, prohibiting "in-person" work with exceptions for essential and critical infrastructure workers.

**FOR THE TIME BEING,  
BIDS WILL ONLY BE ACCEPTED BY MAIL**

Please note: All detailed bids received after 1:00 PM (EST) of the due date will not be considered. Bids must be in a sealed envelope clearly identifying the proposal title and number. Faxed bids are not accepted.

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## INSTRUCTIONS TO VENDORS

- 1) **PRE-BID INFORMATION AND QUESTIONS:** Each bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing bids, Bidders are advised to rely only upon the contents of this Request for Proposals (RFP) and accompanying documents and any written clarifications or addenda issued by the City of Flint. If a Bidder finds a discrepancy, error or omission in the RFP package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Bidders. **THE CITY OF FLINT IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the Finance Department of Purchases and Supplies before any pre-bid deadline (if specified) or at least one (1) week prior to the proposal opening date indicated on the front of this document.
- 2) **RFP MODIFICATIONS:** The City of Flint has the right to correct, modify or cancel the RFP, in whole or in part, or to reject any Bid, in whole or in part, within the discretion of the City of Flint, or their designee. If any such changes are made, all known recipients of the RFP will be sent a copy of such changes. If any changes are made to this RFP document by any party other than the City of Flint, the original document in the City of Flint's files takes precedence.
- 3) **PROPOSAL SUBMISSION:**
  - a) The Bidder must include the following items, or the proposal may be deemed non-responsive:
    - i) All forms contained in this RFP, fully completed.
  - b) Bids must be submitted to the Finance Department of Purchases and Supplies, City of Flint, 1101 S. Saginaw Street, Room 203, Flint, Michigan 48502 by the date and time indicated as the deadline. The Purchasing Department time stamp will determine the official receipt time. It is each Bidder's responsibility to insure that their proposal is time stamped by the Purchasing Department by the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, legal holidays as exception.
  - c) Bids must be enclosed in a sealed, non-transparent envelope, box or package, and clearly marked on the outside with the following: RFP Title, RFP Number, Deadline and Bidder's name.
  - d) Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Request for Proposals (RFP), and that the Contractor understands and agrees to abide by each and all of the stipulations and requirements contained therein.
  - e) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the bid.
  - f) Proposals sent by email, facsimile, or other electronic means will not be considered unless specifically authorized in this RFP.
  - g) All costs incurred in the preparation and presentation of the bid are the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder. All documentation submitted with the proposal will become the property of the City of Flint.
  - h) Proposals must be held firm for a minimum of 120 days.
- 4) **EXCEPTIONS:** Bidder shall clearly identify any proposed deviations from the Terms or Scope in the Request for Proposals. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the bid, the City of Flint will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly. Bids not meeting all requirements may be rejected.

- 5) **DUPLICATE BIDS:** No more than one (1) bid from any Bidder including its subsidiaries, affiliated companies and franchises will be considered by the City of Flint. In the event multiple proposals are submitted in violation of this provision, the City will have the right to determine which bid will be considered or, at its sole option, reject all such multiple proposals.
- 6) **WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the date and time set for the opening of bids. No bid may be withdrawn after the deadline for submission.
- 7) **REJECTION/GOOD STANDING:** The City of Flint reserves the right to reject any or all bids, or to accept or reject any bid in part, and to waive any minor informality or irregularity in bids received if it is determined by the City of Flint, or their designee, that the best interest of the City will be served by doing so. No bid will be considered from any person, firm or corporation in arrears or in default to the City on any contract, debt, taxes or other obligation, or if the Bidder is debarred by the City of Flint from consideration for a contract award pursuant to Section 18-21.5 (d) of Article IV of the "Purchasing Ordinance of the City of Flint".
- 8) **PROCUREMENT POLICY:** Procurement for the City of Flint will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City. The City of Flint and their officials have the vested authority to execute a contract, subject to City Council and Mayoral approval where required.
- 9) **BID SIGNATURES:** Bids must be signed by an authorized official of the Bidder Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the City of Flint if the Bidder is determined to be the lowest Responsive and Responsible Bidder.
- 10) **CONTRACT AWARD/SPLIT AWARDS:** The City of Flint reserves the right to award by item, group of items, or total bid. The Bidder to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the bid, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the bid if a separate Agreement is required to be executed. After a final award of the Agreement by the City of Flint, the Contractor/Vendor must execute and perform said Agreement. All proposals must be firm for at least 120 days from the due date of the proposal. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommendation for award, then the City may recommend the next lowest responsive and responsible Bidder.
- 11) **NO RFP RESPONSE:** Bidders who receive this RFP but who do not submit a bid should return this RFP package stating "No Bid" and are encouraged to list the reason(s) for not responding. Failure to return this form may result in removal of the Bidder's name from all future lists.
- 12) **FREEDOM OF INFORMATION ACT (FOIA) REQUIREMENTS:** Bids are subject to public disclosure after the deadline for submission in accordance with state law.
- 13) **ARBITRATION:** Contractor agrees that for all claims, disputes, and other matters arising out of or relating to this agreement, Contractor must request the City's consent to arbitrate within 30 days from the date the Contractor knows or should have known the facts giving rise to the claim, dispute or question.
  - (a) Notice of a request for arbitration must be submitted in writing by certified mail or personal service upon the Chief Legal Officer.



(b) Within 60 days from the date a request for arbitration is received by the City, the City shall inform Contractor whether it agrees to arbitrate. If the City does not consent, Contractor may proceed with an action in a court of competent jurisdiction within the State of Michigan. If the City does consent, then within 30 days of the consent each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any unanimous decision of the three arbitrators shall be a final binding decision. The City's failure to respond to a timely, conforming request for arbitration is deemed consent to arbitration.

(c) The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.

(d) Contractor's failure to comply with any portion (including timeliness) of this provision shall be deemed a permanent waiver and forfeiture of the claim, dispute, or question.

(e) This provision shall survive the expiration or termination of this Agreement in perpetuity.

14) **BID HOLD:** The City of Flint may hold bids for a period of one hundred twenty (120) days from opening, for the purpose of reviewing the results and investigating the qualifications of bidders prior to making an award.

15) **NONCOMPLIANCE:** Failure to deliver in accordance with specifications will be cause for the City of Flint and they may cancel the contract or any part thereof and purchase on the open market, charging any additional cost to the Contractor/Vendor.

16) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP:** Nothing contained in these documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.

17) **ERRORS AND OMISSIONS:** Bidder is not permitted to take advantage of any obvious errors or omissions in specifications.

18) **INTERPRETATION:** In the event that any provision contained herein shall be determined by a court of competent jurisdiction or an appropriate administrative tribunal to be contrary to the provision of law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal having jurisdiction over this Agreement and the interpretation thereof, or the parties hereto, so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision.

19) **LAWS AND ORDINANCES:** The Bidder shall obey and abide by all of the laws, rules and regulations of the Federal Government, State of Michigan, Genesee County and the City of Flint, applicable to the performance of this Agreement, including, but not limited to, labor laws, and laws regulating or applying to public improvement, local government, and its operational requirements.

20) **LOCAL PREFERENCE:** Contractors/bidders located within the corporate city limits of Flint, Michigan may be given a seven percent (7%) competitive price advantage. Additionally, if the lowest responsible bidder is not located within the limits of the City of Flint, but is located within the County of Genesee, and said bidder does not exceed the bid of the lowest non-local bidder by more than three and one-half percent (3-1/2%), then said lowest Genesee County bidder may be determined to be the lowest responsible bidder, and make the award to such Genesee County bidder accordingly, subject to the approval of the City Council. If the lowest non-local bidder does not exceed that of any Proposers/bidders by (7%) inside the City of Flint or (3-1/2%) inside the County of Genesee, then the Purchasing Director shall be allowed to request that the lowest local vendor match the price offered by the lowest non-local vendor.

21) **MATERIAL WORKMANSHIP AND STANDARDS OF PERFORMANCE:** The Bidder agrees to exercise independent judgment and to complete performance under this Agreement in accordance

with sound professional practices. In entering into this Agreement, the City is relying upon the professional reputation, experience, certification and ability of the Bidder by her/him/themselves or by others employed by her/him/them and working under their direction and control. The continued effectiveness of this Agreement during its term or any renewal term shall be contingent, in part, upon the Bidder maintaining her/his/their operating qualifications in accordance with the requirements of federal, state and local laws. All materials furnished must be new, of latest model and standard first grade quality, or best workmanship and design, unless otherwise expressly specified. Bidder, if required, must furnish satisfactory evidence of quality materials; offers of experimental or unproven equipment may be disregarded.

- 22) **MODIFICATIONS/CHANGES:** Any modification to this agreement must be in writing and signed by the authorized employee, officer, board or council representative authorized to make such modifications pursuant to the State law and local ordinances.
- 23) **NON-COLLUSION:** The Bidder acknowledges that by signing this document that she/he/they is/are duly authorized to make said offer on behalf of the company she/he/they represent(s) and that said bid is genuine and not sham or collusive and not made in the interests or on behalf of any person not therein named, and that she/he/they and said bidder have not directly induced or solicited any other person(s) or corporation to refrain from responding to this solicitation and that she/he/they and said bidder have not in any manner sought by collusion to secure to themselves and said bidder any advantage over any other bidder.
- 24) **NON-DISCRIMINATION:** Pursuant to the requirements of 1976 P.A. 453 (Michigan Civil Rights Act) and 1976 P.A. 220 (Michigan Handicapped Rights Act), the local unit and its agent agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a handicap that is unrelated to the person's ability to perform the duties of nondiscrimination provision identical to this provision and binding upon any and all contractors and subcontractors. A breach of this covenant shall be regarded as a material breach of this contract.
- 25) **SUBCONTRACTING:** No subcontract work shall be started prior to the written approval of the subcontractor by the City. The City reserves the right to accept or reject any subcontractor.
- 26) **UNION COMPLIANCE:** Bidder agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services or personnel to be furnished by the City.
- 27) **WAIVER:** Failure of the City to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

- 28) **CITY INCOME TAX WITHHOLDING:** Contractor and any subcontractor engaged in this contract shall withhold from each payment to his employees the City income tax on all of their compensation subject to tax, after giving effect to exemptions, as follows:
- a) Residents of the City:  
At a rate equal to 1% of all compensation paid to the employee who is a resident of the City of Flint.
  - b) Non-residents:  
At a rate equal to 1/2% of the compensation paid to the employee for work done or services performed in the City of Flint.

These taxes shall be held in trust and paid over to the City of Flint in accordance with City ordinances and State law. Any failure to do so shall constitute a substantial and material breach of this contract.

- 29) **CONTRACT DOCUMENTS:** The invitation for proposal, instructions to proposal, proposal, affidavit, addenda (if any), statement of Bidder's qualifications (when required), general conditions, special conditions, performance bond, labor and material payment bond, insurance certificates, technical specifications, and drawings, together with this agreement, form the contract, and they are as fully a part of the contract as if attached hereto or repeated herein.

- 30) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP WITH SUBCONTRACTORS:**  
Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.

- 31) **EFFECTIVE DATE:** Any agreement between the City and the Bidder shall be effective upon the date that it is executed by all parties hereto.

- 32) **FORCE MAJEURE:** Neither party shall be responsible for damages or delays caused by Force Majeure nor other events beyond the control of the other party and which could not reasonably have anticipated the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue.

- 33) **INDEMNIFICATION:** To the fullest extent permitted by law, Bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Flint, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Flint, including the Project Manager, against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Flint, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Flint, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which may arise as a result of Bidder's acts, omissions, faults, and negligence or that of any of his employees, agents, and representatives in connection with the performance of this contract. Should the Bidder fail to indemnify the City in the above-mentioned circumstances, the City may exercise its option to deduct the cost that it incurs from the contract price forthwith. *These provisions shall survive the termination or expiration of any agreement entered into as a result of this request.*

- 34) **INDEPENDENT CONTRACTOR:** No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Bidder is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Bidder is not entitled to any benefits not otherwise specified herein.

- 35) **NO THIRD-PARTY BENEFICIARY:** No contractor, subcontractor, mechanic, material man, laborer, vendor, or other person dealing with the principal Contractor shall be, nor shall any of them

be deemed to be, third-party beneficiaries of this contract, but each such person shall be deemed to have agreed (a) that they shall look to the principal Contractor as their sole source of recovery if not paid, and (b) except as otherwise agreed to by the principal Contractor and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and such person, each such person shall be deemed to have waived in writing all rights to seek redress from the City under any circumstances whatsoever.

- 36) **NON-ASSIGNABILITY:** Contractor shall not assign or transfer any interest in this contract without the prior written consent of the City provided, however, that claims for money due or to become due to Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- 37) **NON-DISCLOSURE/CONFIDENTIALITY:** Contractor agrees that the documents identified herein as the contract documents are confidential information intended for the sole use of the City and that Contractor will not disclose any such information, or in any other way make such documents public, without the express written approval of the City or the order of the court of appropriate jurisdiction or as required by the laws of the State of Michigan.
- 38) **RECORDS PROPERTY OF CITY:** All documents, information, reports and the like prepared or generated by Contractor as a result of this contract shall become the sole property of the City of Flint.
- 39) **SEVERABILITY:** In the event that any provision contained herein shall be determined by a court or administrative tribunal to be contrary to a provision of state or federal law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision. The invalidation of one or more terms of this contract shall not affect the validity of the remaining terms.
- 40) **TERMINATION:** This contract may be terminated by either party hereto by submitting a notice of termination to the other party. Such notice shall be in writing and shall be effective 30 days from the date it is submitted unless otherwise agreed to by the parties hereto. Contractor, upon receiving such notice and prorated payment upon termination of this contract shall give to the City all pertinent records, data, and information created up to the date of termination to which the City, under the terms of this contract, is entitled.
- 41) **TIME PERFORMANCE:** Contractor's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.
- 42) **EVALUATION OF PROPOSAL:** In the City's evaluation of proposals, at minimum: cost, serviceability, financial stability, and all requirements set forth in this document shall be considered as selection and award criteria unless otherwise specified.

43) **PREVAILING WAGE:** When applicable, all work for state and federal funded projects must meet Davis-Bacon Act requirements and full prevailing wage. Information on Davis-Bacon reporting and requirements, including payroll reporting, can be found at:  
<https://www.dol.gov/whd/govcontracts/dbra.htm>

44) **BONDS – PAYMENT AND PERFORMANCE:** The City of Flint may request that before any contract, exceeding \$50,000.00 for the construction, alteration, or repair of any public building or public work or improvement of the state or a county, city, village, township, school district, public educational institution, other political subdivision, public authority, or public agency hereinafter referred to as the “governmental unit”, is awarded, the proposed contractor, hereinafter referred to as the “principal contractor”, shall furnish at his or her own cost to the governmental unit a performance bond and a payment bond which shall become binding upon the award of the contract to the principal contractor. However, if the principal contractor is a common carrier as defined in section 3 of Act No. 300 of the Public Acts of 1909, as amended, being section 462.3 of the Michigan Compiled Laws, or the designated operator of a state subsidized railroad, the principal contractor may provide an irrevocable letter of credit from a state or national bank or a state or federally chartered savings and loan association instead of the bonds. Neither the invitation for bids, nor any person acting, or purporting to act, on behalf of the governmental unit shall require that the bonds be furnished by a particular bank or surety company, or through a particular agent or broker, or through a bank, company, agent, or broker in any particular locality.

#### Payment Bond

The payment bond shall be in a minimum amount of 25% of the contract amount solely for the protection of claimants, as defined in section 6, supplying labor or materials to the principal contractor or his subcontractors in the protection of the work provided for in the contract. Payment bond shall be set by the City of Flint and shall be agreed upon by parties of any contract.

#### Performance Bond

The performance bond shall be in a minimum amount of 25% of the contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and terms thereof. The bond shall be solely for the protection of the governmental unit awarding the contract. Performance bond shall be set by the City of Flint and shall agree upon by parties of any contract.

45) **INSURANCE/WORKERS COMPENSATION:** Contractor shall not commence work under this contract until he has procured and provided evidence of the insurance required under this section. AJI coverage shall be obtained from insurance companies licensed and authorized to do business in the State of Michigan unless otherwise approved by the City’s Risk Manager. Policies shall be reviewed by the City’s Risk Manager for completeness and limits of coverage. All coverage shall be with insurance carriers acceptable to the City of Flint. Contractor shall maintain the following insurance coverage for the duration of the contract.

(a) Commercial General Liability coverage of not less than one million dollars (\$1,000,000) combined single limit with the City of Flint, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as “Additional Insured.” This coverage shall be written on an ISO occurrence basis form and shall include: Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products and Completed Operations, Independent Contractors; Broad Form Commercial General Liability Endorsement, (XCU) Exclusions deleted and a per contract aggregate coverage. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other available coverage be primary, contributing, or excess.

(b) Workers Compensation Insurance in accordance with Michigan statutory requirements, including Employers Liability coverage.

(c) Commercial Automobile Insurance in the amount of not less than \$1,000,000 combined single limit per accident with the City of Flint, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as "Additional Insured." This coverage shall be written on ISO business auto forms covering Automobile Liability, code "any auto."

(d) Professional Liability - Errors and Omissions. All projects involving the use of Architects, civil engineers, landscape design specialists, and other professional services must provide the City of Flint with evidence of Professional Liability coverage in an amount not less than one million dollars (\$1,000,000) Evidence of this coverage must be provided for a minimum of three years after project completion. Any deductibles or self-insured retention must be declared to and approved by the City. In addition, the total dollar value of all claims paid out on the policy shall be declared. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention with respect to the City, its officials, employees, agents and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim, administration, and defense expenses.

Contractor shall furnish the City with one certificate of insurance for all coverage requested with original endorsements for those policies requiring the Additional Insured. PJI certificates of insurance must provide the City of Flint with not less than 30-days advance written notice in the event of cancellation, non-payment of premium, non-renewal, or any material change in policy coverage. In addition, the wording "Endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" must be removed from the standard ACORD cancellation statement. These certificates must identify the City of Flint as the "Certificate Holder." Contractor must provide, upon request, certified copies of all insurance policies. If any of the above policies are due to expire during the term of this contract, Contractor shall deliver renewal certificates to 1101 S. Saginaw St., Room 203, Flint, MI 48502 Phone: (810)766-7340 Fax: (810) 766-7240 and copies of the new policies to the City of Flint at least ten days prior to the expiration date. Contractor shall ensure that all subcontractors utilized obtain and maintain all insurance coverage required by this provision.

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CITY OF FLINT BID NO.20000029  
REQUIREMENTS/TABULATIONS

Water Pollution Control  
G-4652 Beecher Road  
Flint, MI 48502  
FY20 – PAINTING TWO (2) DECANT TANKS

**FURNISH AS REQUESTED FOR THE PERIOD 7/1/2019 TO 6/30/2020**

MUST BE COMPLETED BY 6/30/20

FOR FURTHER INFORMATION CONTACT JEANETTE BEST, WPC SUPERVISOR OR PLANT OPERATIONS AT  
(810) 766-7210, EXTENSION 3626.

Only the specifier has the responsibility and judgment for determining whether a proposed substitution is an "or equal or exceeding" specification. Mfg., model #, and supporting documentation of specifications for alternates must be provided.



900-1  
14745/45094  
PAINTING

SECTION 09900  
PAINTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Work under this section consists of surface preparation, priming, painting, and finishing work necessary to complete Work indicated or reasonably implied on Drawings.
2. Use high performance coating systems specified in this section to finish components, unless otherwise indicated.

1.2 REFERENCES

A. Publications listed herein are part of this specification to extent referenced.

1. American Society for Testing and Materials
2. ASTM B117 Test Method for Salt Spray (fog) Testing
3. ASTM D16 Terminology Relating to Paint, Varnish, Lacquer, and Related Products
4. ASTM D522 Test Methods for Mandrel Bend Test of Attached Organic Coatings
5. ASTM D870 Practice for Testing Water Resistance of Coatings Using Water Immersion
6. ASTM D1014 Practice for Conducting Exterior Exposure Tests of Paints on Steel
7. ASTM D1308 Test Method for Effect of Household Chemicals on Clear and Pigmented Organic Finishes
8. ASTM D1653 Test Methods for Water Vapor Transmission of Organic Coating Films
9. ASTM D2047 Test Method for Static Coefficient of Friction of polished-Coated Floor Surfaces as Measured by the James Machine
10. ASTM D2794 Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact)
11. ASTM D3359 Test Method for Measuring Adhesion by Tape Test
12. ASTM D3363 Test for Film Hardness by Pencil Test
13. ASTM D4060 Test Method for Abrasion of Organic Coatings by the Taber Abraser
14. ASTM D4141 Practice for Conducting Accelerated Outdoor Exposure Tests of Coatings

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15. ASTM D4263 Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method.
16. ASTM D4585 Practice for Testing the Water Resistance of Coatings Using Controlled Condensation
17. ASTM G53 Practice for Operating Light-and-Water-Exposure Apparatus (Fluorescent UV-Condensation Type) for Exposure of Nonmetallic Materials

B. Steel Structures Painting Council:

1. SSPC SP-1 Specification for Solvent Cleaning
2. SSPC SP-2 Specification for Hand Tool Cleaning
3. SSPC SP-3 Specification for Power Tool Cleaning
4. SSPC SP-5 Specification for White Metal Blast Cleaning
5. SSPC SP-6 Specification for Commercial Blast Cleaning
6. SSPC SP-7 Specification for Brush-Off Blast Cleaning
7. SSPC SP-10 Specification for Near White Metal Blast Cleaning
8. SSPC SP-11 Specification for Power Tool Cleaning to Bare Metal
9. SSPC PA-1 Painting Application Specification
10. SSPC PA-2 Paint Thickness Measurement

1.3 DEFINITIONS

- A. Terms 'Paint' or 'Painting' shall in a general sense have reference to sealers, primers, oil, alkyd, latex, polyurethane, epoxy, and enamel type coatings and application of these materials.
- B. Dry Film Thickness (DFT): Thickness, measured in mils, of a coat of paint in cured state.
- C. Conform to ASTM D16 for interpretation of terms used in this section.

1.4 SUBMITTALS

- A. Product Data (If other than specified products are submitted)
  1. Submit manufacturer's literature describing products to be provided, giving manufacturer's name, product name, and product line number for each material.
  2. Submit technical data sheets for each coating, giving descriptive data, curing times, mixing, thinning, and application requirements.

- a. Provide material analysis, including vehicle type and percentage by weight and by volume of vehicle, resin and pigment.
  3. Submit manufacturer's Material Safety Data Sheets (MSDS) and other safety requirements.
- B. Quality Assurance Submittals: (If other than specified products are submitted)
  1. Test Reports
    - a. Provide certified test reports, prepared by an independent testing laboratory, confirming compliance with specified performance criteria.
  2. Certificates
    - a. Coatings manufacturer shall certify that coating materials utilized are "non-lead" (less than 0.06% lead by weight in dried film) as defined in Part 1303 of Consumer Product Safety Act.
    - b. Provide certification that specialized equipment as may be required by manufacturer for proper application of coating materials shall be utilized for work of this Section.
    - c. Provide manufacturer's certification that products to be used comply with specified requirements and are suitable for intended application.
  3. Manufacturer's Instructions
    - a. Submit manufacturer's installation procedures that shall be basis for accepting or rejecting actual installation procedures.

## 1.5 QUALITY ASSURANCE

- A. Qualifications
  1. Provide products from a company specializing in manufacture of high performance coatings with a minimum of 10 years' experience.
  2. Applicator shall be trained in application techniques and procedures of coating materials and shall demonstrate a minimum of 2 years successful experience in such application.
    - a. Maintain, throughout duration of application, a crew of painters who are fully qualified to satisfy specified qualifications.
  3. Single Source Responsibility
    - a. Materials shall be products of a single manufacturer or items standard with manufacturer of specified coating materials.
    - b. Provide secondary materials that are produced or are specifically recommended by coating system manufacturer to ensure compatibility of system.

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B. Regulatory Requirements

1. Conform to applicable codes and ordinances for flame, fuel, smoke, and volatile organic compound (VOC) ratings requirements for finishes at time of application.

C. Pre-Installation Meetings

1. Schedule a conference and inspection to be held on-site before field application of coating systems begins.
2. Conference shall be attended by Contractor, Owner's representative, Engineer, coating applicators, and a representative of coating material manufacturer.
3. Topics to be discussed at meeting shall include:
  - a. A review of Contract Documents and accepted shop drawings shall be made, and deviations or differences shall be resolved.
  - b. Review items such as environmental conditions, surface conditions, surface preparation, application procedures, and protection following application.
  - c. Establish which areas on-site will be available for use as storage areas and working area.
4. Pre-construction conference and inspection shall serve to clarify Contract Documents, application requirements and what work should be completed before coating application can begin.
5. Prepare and submit, to parties in attendance, a written report of pre-installation conference. Report shall be submitted with 3 days following conference.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Packing, Shipping, Handling, and Unloading

1. Deliver products in manufacturer's original unopened containers. Each container shall have manufacturer's label, intact and legible. Containers shall fully identify brand, type, grade, class, and other qualifying information used to describe contents.
2. Include on label for each container:
  - a. Manufacturer's name
  - b. Type of paint
  - c. Manufacturer's stock number
  - d. Color name and number
  - e. Instructions for thinning, where applicable

B. Storage and Protection

1. Store materials in a protected area, away from construction activities and as approved by WPCF. Restrict storage area to paint materials and related equipment.
2. Comply with manufacturer's storage requirements.
3. Comply with health and fire safety regulations.
4. Remove damaged materials from Site.

1.7 PROJECT CONDITIONS

A. Environmental Requirements

1. Apply coating materials in accordance with manufacturer's requirements.:

1.8 SEQUENCING

A. Coordination

1. Perform work in proper sequence with work of other trades to avoid damage to finished work.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. To define requirements for materials, size, and design, this specification lists specific products manufactured by PPG. Materials specified herein are cited as minimum standard of quality which will be acceptable: Tnemec; Carboline; Induron; or approved equal.
- B. Materials specified herein shall not preclude consideration of equivalent or superior materials. Suggested equivalent materials or other substitutions shall be submitted to Engineer for consideration.
1. Requests for substitution shall include evidence of satisfactory past performance on water and wastewater treatment facilities.
  2. Substitutions will not be considered that change number of coats or do not meet specified total dry film thickness.
  3. Substitutions will provide ASTM performance testing and results from a third party that meets or exceeds the performance standards of the standard of quality material within this specification.

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## 2.2 ACCESSORIES

### A. Coating Application Accessories

1. Provide application accessories as indicated in coating manufacturer's application instructions, including but not limited to cleaning agents, etching agents, cleaning cloths, sanding materials, and clean-up materials.
2. Material not specifically identified but needed for proper application shall be of a quality not less than specified products.

## 2.3 SOURCE QUALITY CONTROL

### A. Testing Laboratory Services

1. Documents
  - a. Review Contract Documents and applicable sections of referenced standards.
2. Shop Painting Inspection
  - a. Verify cleaning operations to surfaces are to condition specified.
  - b. Verify conformance of paint to specification.
  - c. Check for thickness of each coating, final thickness and holidays.
  - d. Check touch-up for final finish.
3. Reports
  - a. Submit written progress reports describing tests and inspections made and showing action taken to correct non-conforming work. Report uncorrected deviations from Contract Documents.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

#### A. Site Verification of Conditions

1. Examine areas and conditions under which application of coating systems shall be performed for conditions that will adversely affect execution, permanence, or quality of coating system application.

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2. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes until moisture content of surface is below following limits:
  - a. Vertical Concrete Surfaces: 12% maximum
  - b. Horizontal Concrete Surfaces: 8% maximum
3. Correct conditions detrimental to timely and proper execution of Work.
4. Do not proceed until unsatisfactory conditions have been corrected.
5. Commencement of installation constitutes acceptance of conditions and responsibility for satisfactory performance.

### 3.2 PREPARATION

#### A. Protection

1. Take precautionary measures to prevent fire hazards and spontaneous combustion. Remove empty containers from Site.
2. Place cotton waste, cloths and hazardous materials in containers, and remove from Site daily.
3. Provide drop cloths, shields, and other protective equipment.
4. Protect elements surrounding work of this section from damage or disfiguration.
5. As Work proceeds, promptly remove spilled, splashed, or splattered materials from surfaces.
6. During application of coating materials, post Wet Paint signs.
7. During application of solvent-based materials, post No Smoking signs.

#### B. Surface Preparation

1. General Requirements
  - a. Prior to application of primer, surfaces shall be prepared to receive specified coating system in compliance with manufacturer's recommendations.
  - b. Clean surfaces of residual deposits of grease, scale, rust, oil, dirt, and other foreign matter, immediately prior to priming. Surfaces to be coated shall be clean, dry, smooth and free from dust and foreign matter that will adversely affect adhesion or appearance.
2. Metal Surfaces
  - a. Surfaces shall be free of residual deposits of grease, rust, scale, dirt, dust, oil and weathered coating.
  - b. Prepare surfaces in compliance with approved coating manufacturer's requirements.

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3. Cast-In-Place and/or Precast Concrete Surfaces:
  - a. Remove loose particles with stiff brush.
  - b. Remove dirt, scale, efflorescence, powders, laitance, parting compounds, and other foreign matter.
  - c. Wash stains caused by weathering or corroding metals with a sodium metasilicate solution after thoroughly wetting with clean, clear water; allow surface to thoroughly dry.
  - d. Fill small surface pock marks and air holes with a suitable fill material. Thoroughly brush or rub over surface and let dry for not less than 24 hours before paint application.
4. Submerged Concrete
  - a. Remove oil, grease and contaminants by solvent cleaning.
  - b. Brush blast entire surface to remove laitance, form coatings, provide a uniform surface texture similar to 100 grit sandpaper.
  - c. Perform blast cleaning so as to open up voids and bugholes so that holes are concave. Care should be taken to keep aggregate exposures to a minimum.
  - d. Voids up to 1/2" (13 mm) in depth and/or 2" (50 mm) in diameter shall be filled and patched with a cementitious product compatible with next coat applied or Tnemec Series 63-1500 Filler and Surfacer or equal.  
[Amercoat 114A Epoxy Filler](#)
5. Moisture Emission Test for Concrete and Masonry
  - a. Test substrates for moisture prior to application of coating systems. Test shall be plastic sheet method in compliance with ASTM D4263.

### 3.3 APPLICATION

#### A. General Requirements

1. Apply coating systems in compliance with manufacturer's instructions and using application method best suited for obtaining full, uniform coverage of surfaces to coated.
  - a. Work shall be implemented in compliance with applicable sections of AWWA D102.
2. Apply primer, intermediate, and finish coats to comply with wet and dry film thickness and spreading rates for each type of material as recommended by manufacturer.
  - a. Application rates in excess of those recommended and fewer numbers of coats than specified shall not be accepted.
3. Number of coats specified shall be minimum number acceptable. Apply additional coats as needed to provide a smooth, even application.



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- a. Closely adhere to re-coat times recommended by manufacturer. Allow each coat to dry thoroughly before applying next coat. Provide adequate ventilation for tank interior to carry off solvents during drying phase.
4. Employ only application equipment that is clean, properly adjusted, and in good working order, and of type recommended by coating manufacturer.
5. After surface preparation, exterior weld seams shall be brush applied.
6. Make edges of paint adjoining other materials or colors sharp and clean, without overlapping.
7. Finish tops, bottoms and edges of doors same as faces of doors.

### 3.4 REPAIR/RESTORATION

- A. At completion of Work, touch-up and restore finishes where damaged.
- B. Defects in Finished Surfaces
  1. When stain, dirt, or undercoats show through final coat, correct defects and cover with additional coats until coating is of uniform finish, color, appearance and coverage.

### 3.5 FIELD QUALITY CONTROL

- A. Testing Laboratory Services
  1. Documents
    - a. Review Contract Documents and applicable sections of referenced standards.
  2. Field Painting Inspection:
    - a. Verify cleaning operations to surfaces are to condition specified.
    - b. Verify conformance of paint to specification.
    - c. Check for thickness of each coating, final thickness and holidays.
    - d. Check touch-up for final finish.
  3. Reports
    - a. Submit written progress reports describing tests and inspections made and showing action taken to correct non-conforming work. Report uncorrected deviations from Contract Documents.
- B. Manufacturer's Field Service
  1. Coatings manufacturer shall be available to provide on-site inspections, technical assistance, and guidance for application of coating system as needed.

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### 3.6 CLEANING

- A. At completion of day's work, remove from Site rubbish and accumulated materials.
- B. Clean paint spots and other soiling from prefinished surfaces and surfaces with integral finish. Use solvents which will not damage finished surface.
- C. Leave storage area clean and in same condition indicated for equivalent spaces in Project.

### 3.7 PROTECTION

- A. Protect work against damage until fully cured. Provide signs identifying wet surfaces until surfaces are adequately cured.

### 3.8 WASTE MANAGEMENT

- A. General Requirements
  - 1. Place materials defined as hazardous or toxic waste in designated containers.
  - 2. Properly dispose of all materials resulting from preparatory work. Contractor shall provide all containers and expense of disposal of all necessary items within the various bid items.
  - 3. Return solvent and oil soaked rags for contaminant recovery and laundering or for proper disposal.
  - 4. Do not dispose of paints or solvents by pouring on ground. Place in designated containers for proper disposal.
  - 5. Where paint recycling is available, collect waste paint by type and provide for delivery to recycling or collection facility.

### 3.9 SCHEDULE OF COATING SYSTEMS

- A. Carbon Steel (structural steel, miscellaneous metal, tanks, pipes, and equipment)
  - 1. Exterior Steel - Non-Immersion
    - a. Surface Preparation: In accordance with manufacturer's recommendations for application to existing painted surface.
    - b. Primer Coats: 2 coats of Amerlock 2 Surface Tolerant Epoxy at 5.0 to 8.0 mils DFT per coat.
    - c. Finish Coat: Amercoat 450H at 2.0 to 3.0 mils DFT

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2. Interior or Exterior Steel - Immersion; waste water and sludges, Sides and bottom of South Storage Tank lid etc. Non-Potable

*Note: For exposures to hydrogen sulfide, sulfuric acid and industrial waste condensates.*

- a. Surface Preparation: Blast clean to a minimum of SSPC-SP10 or ISO-SA2.5, blasting profile 50-125 micrometers (5.0 mils) (2.0-5.0 mils)
- b. Finish Coat: two (2) coats Novaguard 840
- c. Dry Film Thickness: 12 to 16 mils per coat
- d. Total Dry Film Thickness: 24 to 32~~24 to 16~~ mils

B. Concrete (cast-in-place and/or precast concrete surfaces)

1. Do not paint exterior cast-in-place or precast concrete structures.
2. Interior
  - a. Surface Preparation: Surface shall be prepared in accordance with the manufacturer's requirements.
  - b. First Coat: one (1) coat of Amerlock Sealer with a minimum dry film thickness of 2.0 mils
  - c. Finish Coat: one (1) coat of Novaguard 840
  - d. Dry Film Thickness of Novaguard: 12 to 16 mils per coat
  - e. Total Dry Film Thickness of Novaguard: 12 to 16 mils

\*\*\*\*\*

**SEE ATTACHED SECTION 02090  
LEAD-BASED PAINT**

**Submission Location**

City of Flint  
C/O Joyce McClane  
Finance Department – Division of Purchases and Supplies  
1101 S. Saginaw Street, Room 203  
Flint, MI 48502

**Insurance**

The contractor shall notify all insurance agents and companies retained by the contractor that these insurance requirements shall be included in any agreement between the contractor and the City of Flint.

**The City of Flint is an Equal Opportunity Employer****Notice of Incomplete Proposal**

Proposals deemed to be incomplete according to the Proposal Requirements and requested certification will not be considered. The contractor will not be allowed an additional opportunity to supplement its submittal.

New vendors are required to complete and submit an IRS W-9 Form.

ONLY awarded bidder will need to complete a Vendor ACH Form with the City of Flint. Link is available at <https://www.cityofflint.com/finance/accounts-payable-department/>

**NOTICE TO PROCEED:**

No work on this project shall commence without prior written notice to proceed from the project manager.

**BID NO. 20000029 – WPC  
PAINTING TWO (2) DECANT TANKS**

**BID FORM**

DESCRIPTION	QTY	UOM	TOTAL AMOUNT
<b>PAINTING DECANT TANKS</b>	2		
<b>TOTAL</b>			

1. Failure to use this bid form shall result in bid disqualification.
2. Failure to bid on all items shall result in an "incomplete bid" determination.
3. **List value-added considerations on a separate sheet of paper.**

Terms: \_\_\_\_\_ Dest: \_\_\_\_\_ Fed. ID#: \_\_\_\_\_

CONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED: \_\_\_\_\_ TITLE: \_\_\_\_\_

**YOU MUST SUBMIT A CERTIFICATE OF INSURANCE FOR THIS PROJECT**

**BID NO. 20000029 – WPC  
PAINTING TWO (2) DECANT TANKS**

**LIST OF REFERENCES: (3) SIMILAR SCOPE OF WORK FROM THE LAST 5 YEARS**

Providing the following contact information enables the City of Flint to contact those accounts as references.

**Reference #1:**

Company/Municipality: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Type of Project: \_\_\_\_\_  
Project Timeline (Dates): \_\_\_\_\_ Budget: \_\_\_\_\_

**Reference #2:**

Company/Municipality: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Type of Project: \_\_\_\_\_  
Project Timeline (Dates): \_\_\_\_\_ Budget: \_\_\_\_\_

**BID NO. 20000029 – WPC  
PAINTING TWO (2) DECANT TANKS**

**Reference #3:**

Company/Municipality: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Project Timeline (Dates): \_\_\_\_\_ Budget: \_\_\_\_\_



**BID NO. 20000029 – WPC  
PAINTING TWO (2) DECANT TANKS**

**THE FOLLOWING PAGES MUST BE COMPLETED AND INCLUDED WITH SUBMITTAL  
IN THE FOLLOWING ORDER.**

**Checklist:**

- Cover Sheet
- Pricing Page
- W-9
- List of References
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Qualifications
- Licenses
- Certificate of Insurance
- City of Flint, Michigan Affidavit

***Failure to provide the following items with your bid shall be cause for rejection of bid as non-responsive and/or non-responsible. It is the responsibility of the bidder to ensure that it has received all addenda and to include signed copies with their bid.***

**BID NO. 20000029 – WPC  
PAINTING TWO (2) DECANT TANKS**

**Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently or proposed to be debarred or suspended, declared ineligible, or voluntarily excluded from federal, state, or local (hereinafter “public”) transactions;
- 2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for
  - i. Fraud or commission of a criminal offence in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction,
  - ii. Violation of federal or state antitrust laws, or
  - iii. Embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 3) Have not within the preceding three years had a public transaction terminated for cause or default; and
- 4) Are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated under the above.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award.

---

Name and Title of Authorized Representative

---

Name of Participant Agency or Firm

---

Signature of Authorized Representative

---

Date

I am unable to certify to the above statement. Attached is my explanation.

**BID NO. 20000029 – WPC  
PAINTING TWO (2) DECANT TANKS**

**CITY OF FLINT, MICHIGAN AFFIDAVIT  
AFFIDAVIT FOR INDIVIDUAL**

STATE OF \_\_\_\_\_

S.S.

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and says that he is the person making the above bid; and that said bid is genuine and not sham or collusive, and is not made in the interest of or on behalf of any person not therein named, and that he has not directly or indirectly induced or solicited any bidder to put in a sham bid; that he has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that he has not in any manner sought by collusion to secure himself any advantage over other bidders.

Subscribed and sworn to before me at \_\_\_\_\_, in said County and State,

this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_,

\_\_\_\_\_  
\_\_\_\_\_

\*Notary

Public, \_\_\_\_\_ County, \_\_\_\_\_

My Commission expires \_\_\_\_\_, 20\_\_\_\_

**BID NO. 20000029 – WPC**

**PAINTING TWO (2) DECANT TANKS**

**FOR CORPORATION**

STATE OF \_\_\_\_\_

S.S.

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and says that she/he/they

is \_\_\_\_\_ of \_\_\_\_\_  
(Official Title) (Name of Corporation)

a corporation duly organized and doing business under the laws of the State of \_\_\_\_\_

the corporation making the within and foregoing bid; that he executed said bid in behalf of said corporation by authority of its Board of Directors; that said bid is genuine and not sham or collusive and is not made in the interests of or on behalf of any person not herein named, and that he has not and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding; that he has not and said bidder has not in any manner sought by collusion to secure to himself or to said corporation an advantage over other bidders.

Subscribed and sworn to before me at \_\_\_\_\_, in said County and State,

this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_\_,

\_\_\_\_\_  
\*Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

My Commission expires \_\_\_\_\_, 20\_\_\_\_

**BID NO. 20000029 – WPC  
PAINTING TWO (2) DECANT TANKS**

**FOR PARTNERSHIP**

STATE OF \_\_\_\_\_

S.S.

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and says that he is a member of the firm of \_\_\_\_\_, a co-partnership, making the above bid; that he is duly authorized to make said bid on behalf of said co-partnership; that said bid is genuine and not sham of collusive, and is not made in the interest of or on behalf of any person not therein named, and that he has and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that he has not and said bidder has not in any manner sought by collusion to secure to himself or to said bidder any advantage over other bidders.

Subscribed and sworn to before me at \_\_\_\_\_, in said County and State,  
this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_,

\_\_\_\_\_  
\*Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

My Commission expires \_\_\_\_\_, 20\_\_\_\_

**BID NO. 20000029 – WPC  
PAINTING TWO (2) DECANT TANKS**

FOR AGENT

STATE OF \_\_\_\_\_

S.S.

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and says  
that he executed the within and foregoing bid in behalf of

\_\_\_\_\_,  
the bidder therein named, he having been theretofore lawfully authorized, as the agent of said bidder, so to do; that said bid is genuine and not sham or collusive and not made in the interests of or on behalf of any person not therein named, and that he has not and said bidder has not directly or indirectly induced or solicited any bidder to put in a sham bid; that he has not and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that he has not and said bidder has not in any manner sought by collusion to secure to himself or to said bidder any advantage over other bidders.

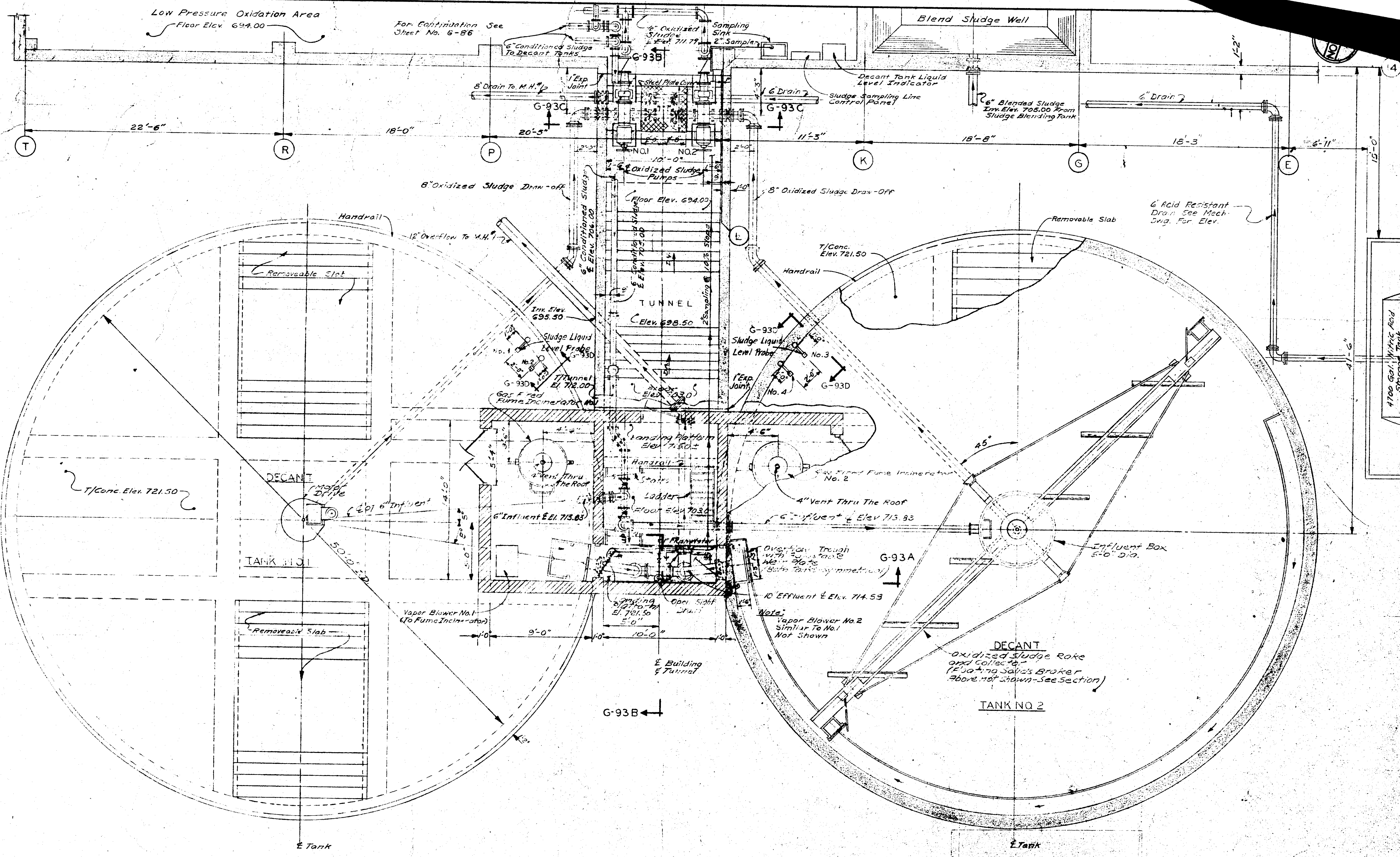
Subscribed and sworn to before me at \_\_\_\_\_, in said County and State,

this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_\_,

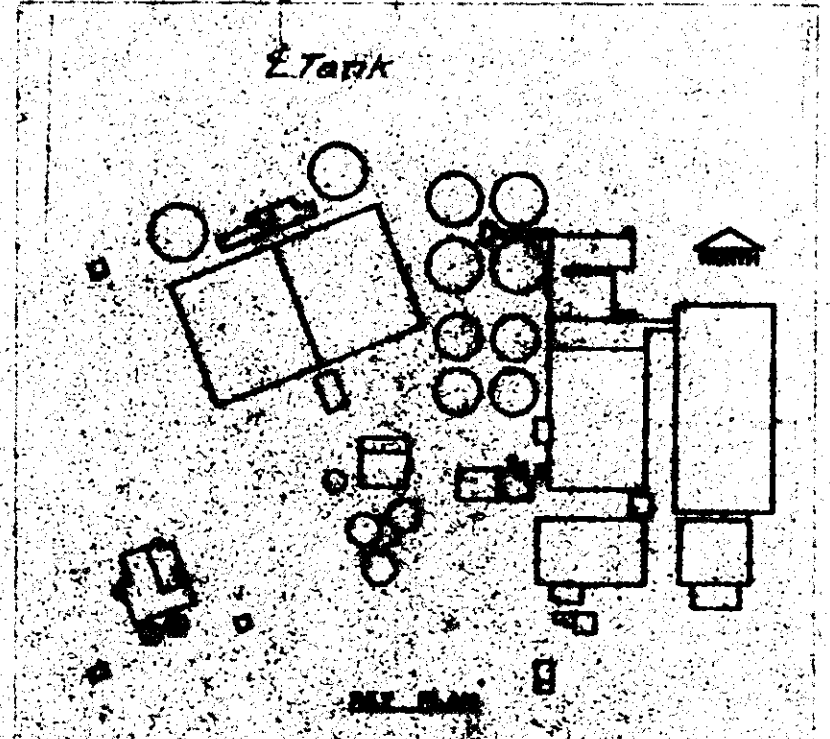
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\*Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

My Commission expires \_\_\_\_\_, 20\_\_\_\_\_

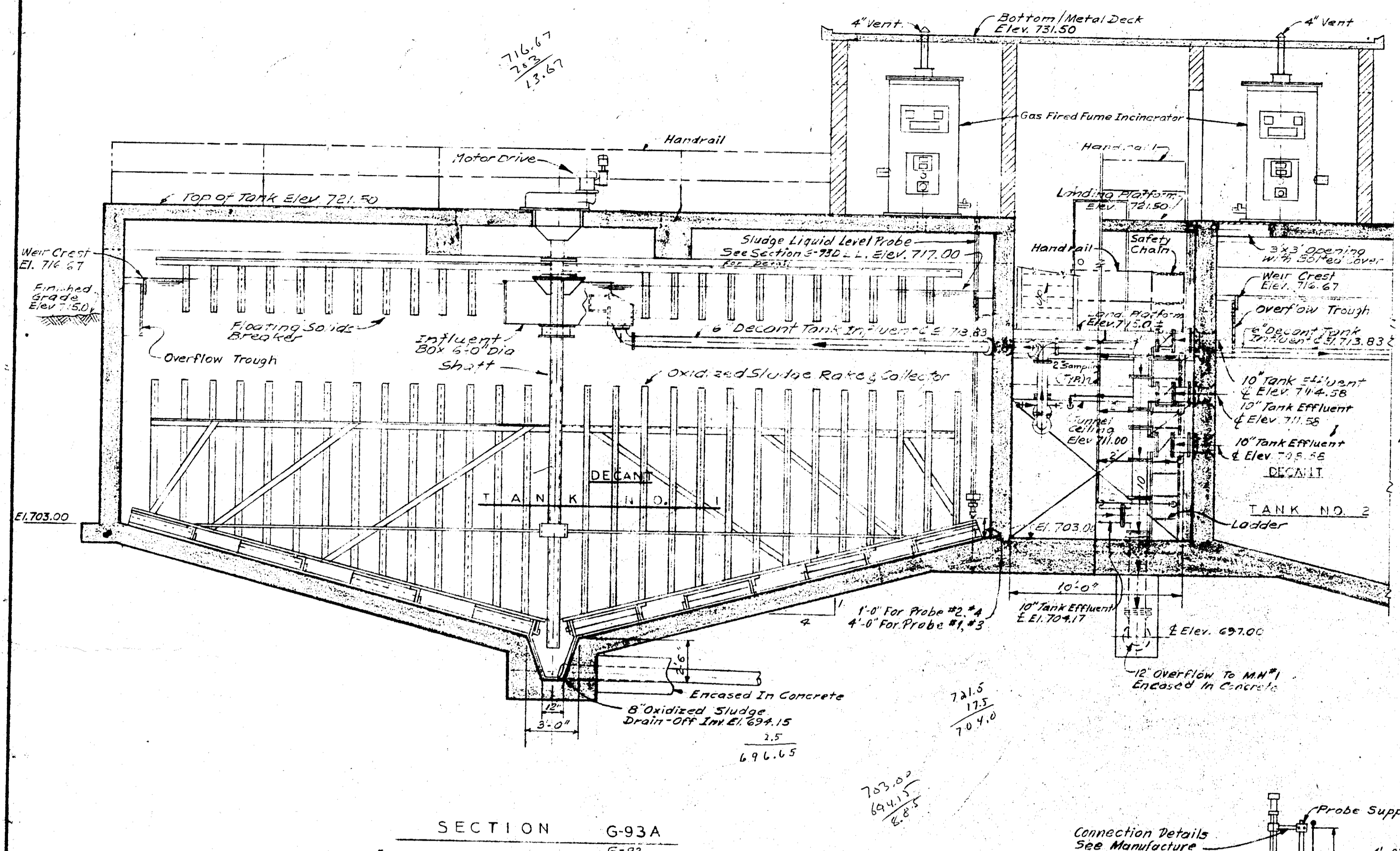
*NOTE: If executed outside of the State of Michigan, certificate by the Clerk of the Court of Record, authenticating the Notary's Signature and authority should be attached.*



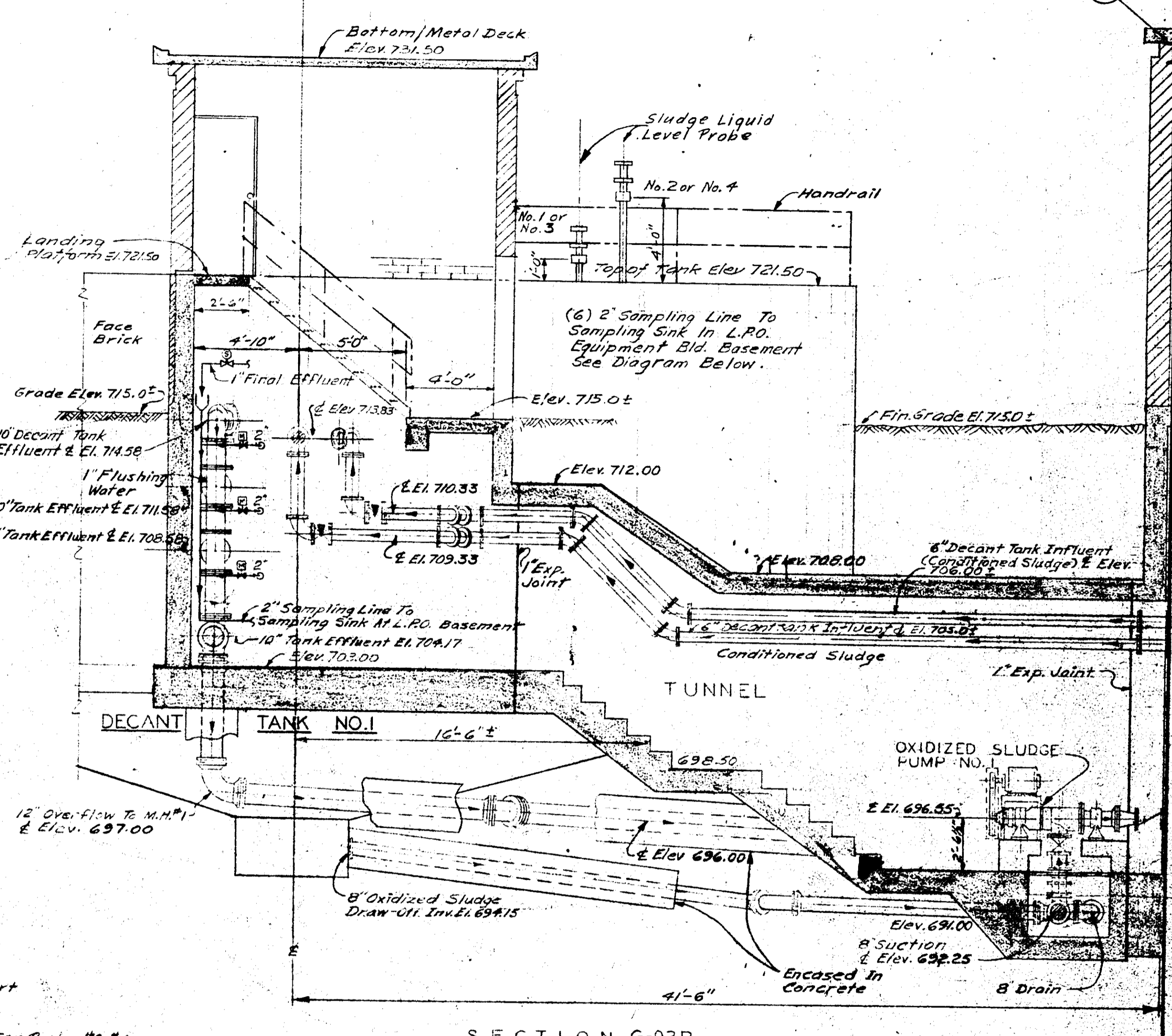
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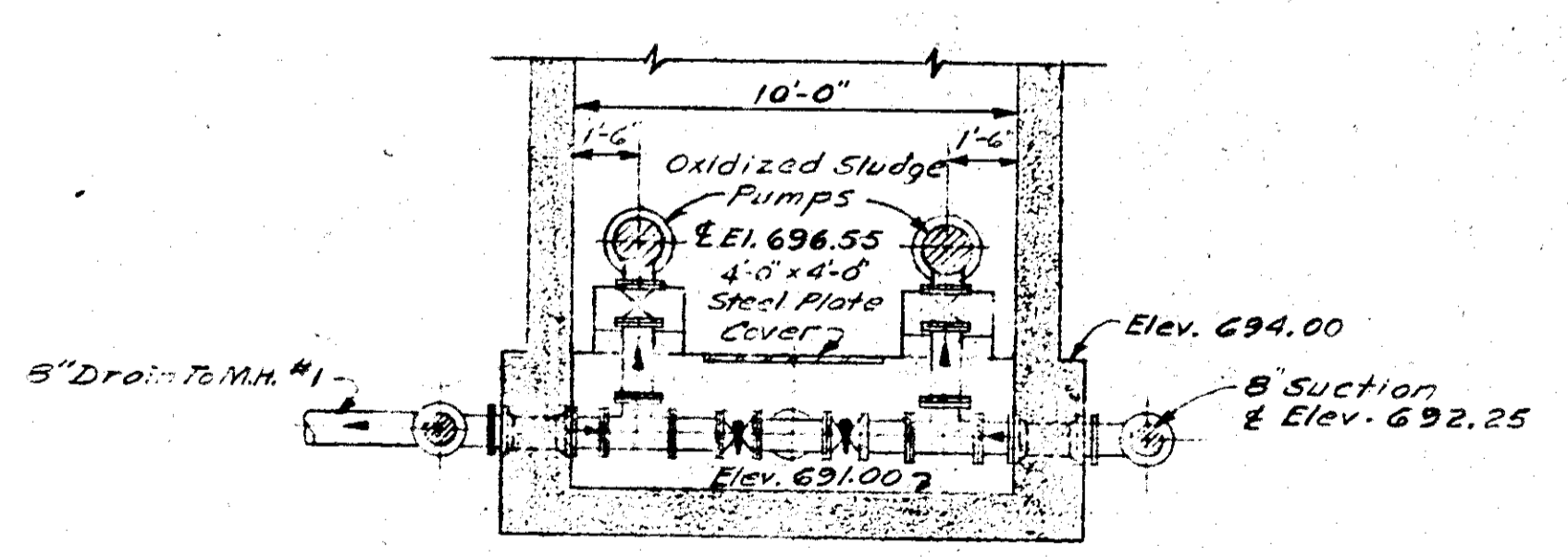
<b>CITY OF FLINT, MICHIGAN</b>		
WATER POLLUTION CONTROL PLANT		
IMPROVEMENTS AND MODIFICATIONS		
CONDITIONED SLUDGE		
DECANT TANKS — PLANS		
DRAWN BY: G.S. DATE: May 1973 CHECKED BY: G.V.R.	CONSOR, TOWNSEND & ASSOCIATES BY MICHIGAN CONSULTING ENGINEERS	SCALE: 1/4" = 1'-0" REVISIONS: SHEET NO. 102
APPROVED BY: W.V.B.		



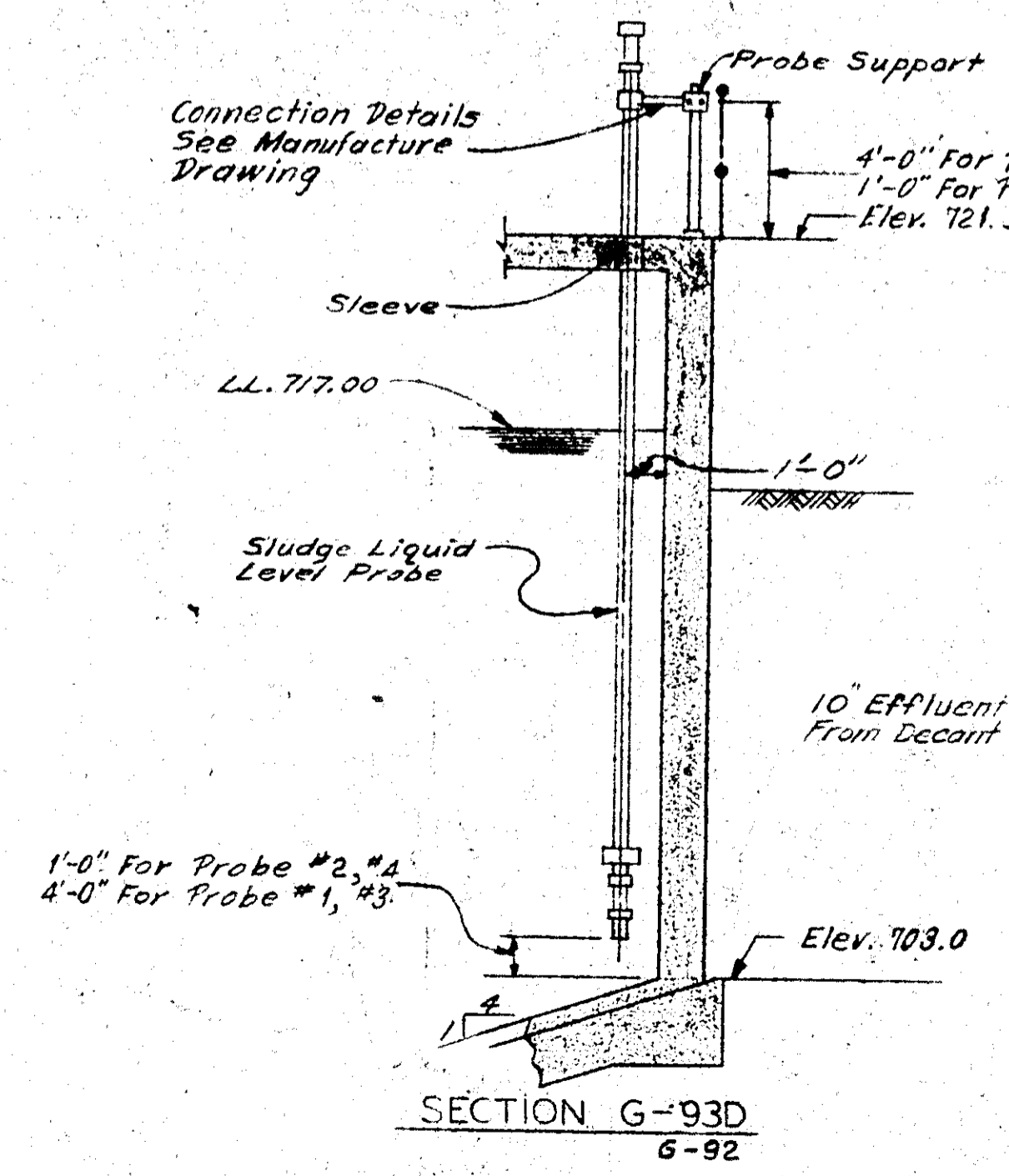
SECTION G-93A  
6-92



SECTION G-93B  
6-92



SECTION G-93C  
6-92



SECTION G-93D  
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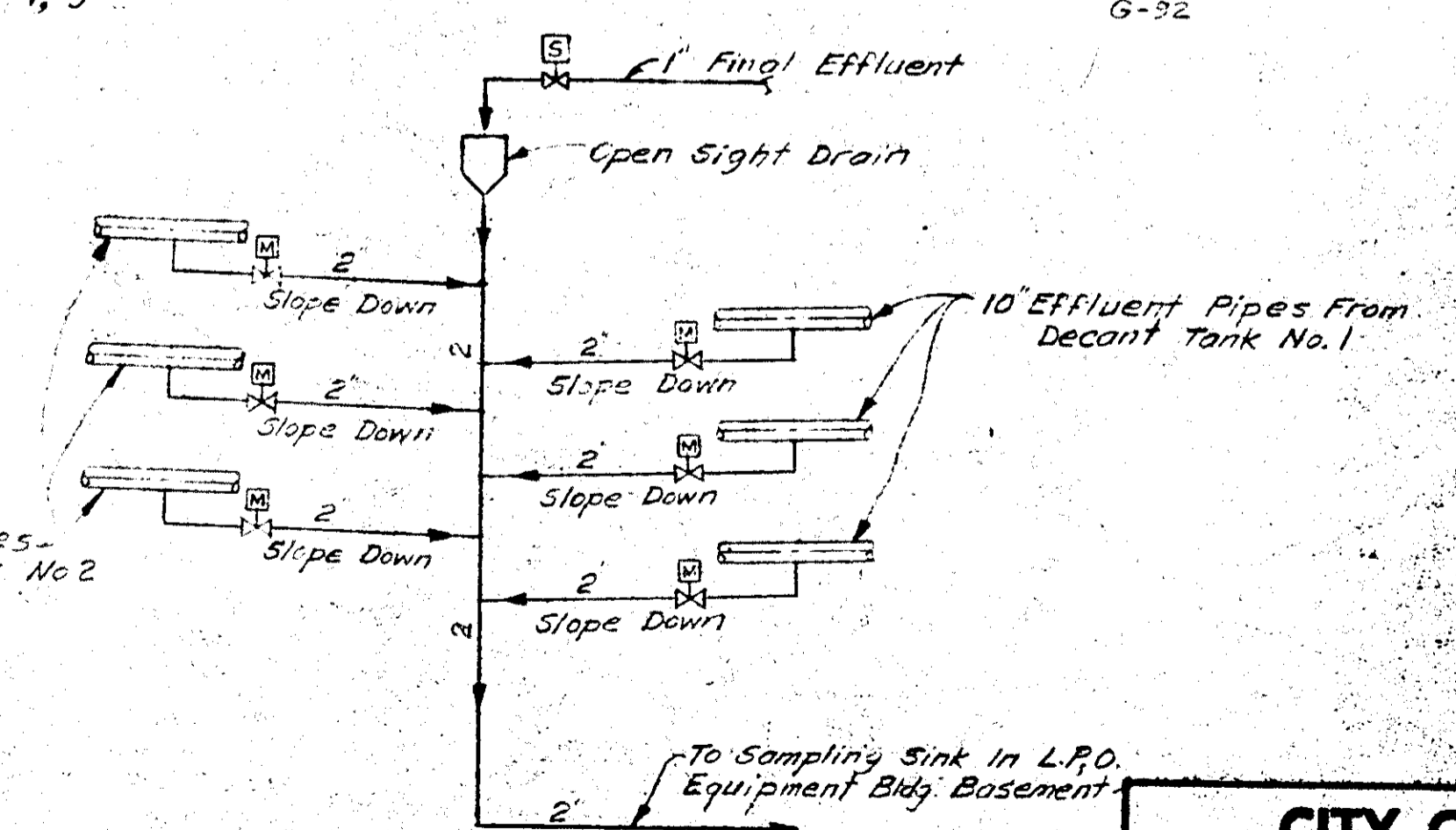


DIAGRAM OF SAMPLING LINE  
Not To Scale

**CITY OF FLINT, MICHIGAN**  
**WATER POLLUTION CONTROL PLANT**  
**IMPROVEMENTS AND MODIFICATIONS**  
**CONDITIONED SLUDGE DECANT TANKS**  
**SECTIONS**

DRAWN BY: C.S.	<b>CONSER, TOWNSEND &amp; ASSOCIATES</b> IN MICHIGAN CONSULTING ENGINEERS	SCALE: 1/4" = 1'-0"
DATE: May 1972		REVISION:
CHECKED BY: G.Y.K.		SHEET NO: G-93
APPROVED BY: W.J.B.		OF G-163 SHEETS



## SECTION 02090

### LEAD-BASED PAINT

#### PART 1 GENERAL

##### 1.1 WORK INCLUDED

- A. The Contractor shall conduct all operations which impact existing paint, paint chips, painted surfaces, or paint-contaminated materials in compliance with 29 CFR 1926.62 and all other applicable regulations. All demolition and other operations which impact existing paint or painted surfaces shall be in accordance with these Contract Documents. In the event of a discrepancy between these Contract Documents and existing regulations, the more stringent requirements shall apply.
- B. All work which may cause airborne lead levels to reach or exceed 30 micrograms per cubic meter as an eight-hour time weighted average (TWA) shall be conducted within airtight, hard wall barriers and in accordance with the requirements of 29 CFR 1926.62. The Contractor shall provide security for all barriers to prevent against unauthorized entry for the duration of the work.

##### 1.2 LBP SAMPLING AND ANALYTICAL INFORMATION

- A. Selected representative painted surfaces were tested by the Owner. Painted surfaces that have not been tested that will be impacted by construction shall be presumed to contain lead. At the Contractor's option and expense, testing may be conducted to determine lead content in paint using laboratory testing of paint chips or X-ray fluorescence (XRF) techniques. Other testing methods will not be permitted and all testing results shall be submitted to the Owner. At the Contractor's option and expense, dust sampling may be conducted to establish background levels. The Owner reserves the right to independently verify testing results.

##### 1.3 ENVIRONMENTAL PROTECTION

- A. The Contractor shall prevent discharge of lead or lead contaminated materials into the air, water (including storm and sanitary sewers), soil or adjacent properties.

##### 1.4 WORKER PROTECTION

- A. The Contractor shall be responsible for all worker protection (including personnel air monitoring) and record keeping associated with lead-based paint disturbance as may be required by the applicable regulations.

## 1.5 WORK OPERATIONS

- A. The Contractor shall conduct all operations which impact existing paint or painted surfaces in compliance with 29 CFR 1926.62 and all other applicable regulations. All demolition and other operations which impact existing paint or painted surfaces shall be in accordance with these Contract Documents. In the event of a discrepancy between these Contract Documents and existing regulations, the more stringent requirement shall apply.
- B. All power tools used for paint removal shall be equipped with HEPA rated filters and shall function without excessive dust generation. All chemical solvents used for paint removal operations shall be utilized in strict accordance with the manufacturer's instructions. Copies of MSDS data sheets for all chemicals utilized shall be furnished to the Owner and shall be available on-site throughout the work. Use of chemical solvents/paint strippers shall be permitted only as requested in writing by the Contractor and approved by the Owner.

## 1.6 WASTE DISPOSAL

- A. The Contractor shall dispose of all waste materials generated as a result of operations that disturb existing paint or painted surfaces. Disposal of waste as hazardous or non-hazardous material shall be based upon TCLP testing provided by the Contractor and conducted by an independent, certified laboratory. Results of all TCLP testing shall be furnished to the Owner prior to transporting the waste off site. Transport and disposal of all waste shall be in strict accordance with applicable regulations.
- B. Disposal of LBP, including materials painted with LBP, dust, debris and waste generated by activities involving LBP shall be in accordance with all applicable laws, rules and regulations at the Contractor's expense. Copies of all testing results for waste materials, as well as original manifests for all waste disposed of, shall be submitted to the Owner within thirty (30) days of the removal of waste from the site, including removal for storage at another location or to a transfer station.
- C. The Contractor shall furnish to Owner a signed copy of all transport and disposal manifests within thirty days of the removal of waste from the site, including removal for storage at another location or a transfer station.

2.0 PART 2 – PRODUCTS (Not Used)

3.0 PART 3 – EXECUTION (Not Used)

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