

# City of Flint, Michigan

*Third Floor, City Hall  
1101 S. Saginaw Street  
Flint, Michigan 48502  
[www.cityofflint.com](http://www.cityofflint.com)*



## Meeting Agenda - Final

Wednesday, June 9, 2021

5:00 PM

**ELECTRONIC PUBLIC MEETING**

### **FINANCE COMMITTEE**

*Santino J. Guerra, Chairperson, Ward 3  
Monica Galloway, Vice Chairperson, Ward 7*

*Eric Mays, Ward 1*

*Kate Fields, Ward 4*

*Herbert J. Winfrey, Ward 6*

*Eva Worthing, Ward 9*

*Maurice D. Davis, Ward 2*

*Jerri Winfrey-Carter, Ward 5*

*Allan Griggs, Ward 8*

*Inez M. Brown, City Clerk*

*Davina Donahue, Deputy City Clerk*

**SPECIAL PUBLIC NOTICE -- ELECTRONIC PUBLIC MEETING****PUBLIC NOTICE  
FLINT CITY COUNCIL ELECTRONIC PUBLIC MEETING**

On Friday, October 5, 2020, the Michigan Supreme Court (MSC) issued an order declaring that the Emergency Powers of Governor (EPG) Act as an unconstitutional delegation of legislative authority, which was the primary authority relied on by Governor Whitmer for her COVID-19 related executive orders. Subsequently, Governor Whitmer requested that the MSC clarify that their order does not go into effect until October 30, 2020. On Monday October 12, 2020, the Michigan Supreme Court rejected Governor Whitmer's request to delay the effect of its decision to strike down the EPG. On, Tuesday, October 13, 2020, Senate Bill 1108 passed, amending the Open Meetings Act to allow municipalities to hold electronic meetings. On Friday, October 16, 2020, Governor Whitmer signed into law Senate Bill 1108 amending the Open Meetings Act. Subsequently, on December 22, 2020, Public Act 267 of 1976 was amended through Senate Bill 1246 extending the electronic meetings with no reason through March 31, 2021. The act also allows that after March 31, 2021, electronic meetings may be held if a local state of emergency was declared. On March 23, 2020, the Flint City Council extended Mayor Neeley's declaration of emergency indefinitely due to the COVID-19 pandemic. Therefore, this meeting will be held electronically.

Pursuant to Act 267 of the Public Acts of 1976 Open Meetings Act as amended and Flint City Charter Section 3-202, notice is hereby given that the Flint City Council hereby calls for Regular Meetings of the Flint City Council scheduled to be held as follows:

**Flint City Council Committee Meetings  
(Finance, Governmental Operations, Legislative & Grants)  
Wednesday, June 9, 2021, at 5 p.m.**

The public and media may listen to the meeting online by live stream at <<https://www.youtube.com/channel/UCp2cWTuocUM3awU4xXWzwaw>> or through Start Meeting by dialing (617) 944-8177. If unable to call in, please dial (206) 451-6011.

1. In order to speak during the PUBLIC SPEAKING PERIOD of each meeting by telephone, participants will also call (617) 944-8177 (if unable to call in, please dial (206) 451-6011):

- a. All callers will be queued and muted until the Public Speaking portion of each agenda;
- b. Public speakers will be unmuted in order and asked if they wish to address the City Council ON ANY SUBJECT;
- c. Public speakers should state and spell their name for the record and will be allowed two (2) minutes for public speaking during each meeting;
- d. The speaker will be returned to mute after the 2 minutes have expired;
- e. After the telephonic public speakers for the last committee meeting are completed, emailed public comments will be read by the City Clerk. All emailed public comments will be timed for 2 minutes;
- f. Per Rules Governing Meetings of the Council (Rule 7.1 VII), there will only be one speaking opportunity per speaker per meeting.

Consequently, public participants who call in and speak during the public speaking period of the meetings WILL NOT have written comments as submitted read by the City Clerk.

2. The public may send public comments by email to [CouncilPublicComment@cityofflint.com](mailto:CouncilPublicComment@cityofflint.com) no later than 10 minutes prior to the meeting start time of 5 p.m.

3. Persons with disabilities may participate in the meeting by the above-mentioned means or by emailing a request for an accommodation to [CouncilPublicComment@cityofflint.com](mailto:CouncilPublicComment@cityofflint.com), with the subject line Request for Accommodation, or by contacting the City Clerk at (810) 766-7418 to request accommodation - including but not limited to interpreters.

If there are any questions concerning this notice, please direct them to City Council office at (810) 766-7418.

## ROLL CALL

## MEMBER REMOTE ANNOUNCEMENT

*Pursuant to the newly revised Open Meetings Act, each Council member shall state that they are attending the meeting remotely and shall state where he or she is physically located (county or city and state).*

## MEMBER CONTACT INFORMATION

*Eric Mays - (810) 922-4860; Maurice Davis - mdavis@cityofflint.com; Santino Guerra - sguerra@cityofflint.com; Kate Fields - kfields@cityofflint.com; Jerri Winfrey-Carter - jwinfrey-carter@cityofflint.com; Herbert Winfrey - (810) 691-7463; Monica Galloway - mgalloway@cityofflint.com; Allan Griggs - agriggs@cityofflint.com; Eva Worthing - eworthing@cityofflint.com.*

## PROCEDURES ON CONDUCTING ELECTRONIC MEETINGS

*All boards and commissions must adhere to all laws established under the Michigan Compiled Laws and in accordance with the revisions to the Open Meetings Act adopted in Senate Bill 1246, as passed on December 17, 2020, and signed into law on December 22, 2020, and subsequent amendments that may be adopted.*

## READING OF DISORDERLY PERSONS CITY CODE SUBSECTION

*Section 31-10, Disorderly Conduct, Assault and Battery, and Disorderly Persons, and will be subject to arrest for a misdemeanor. Any person who prevents the peaceful and orderly conduct of any meeting will be given one warning. If they persist in disrupting the meeting, that individual will be subject to arrest. Violators shall be removed from meetings.*

## EXECUTIVE (CLOSED) SESSION

*An Executive Session as requested by the Department of Law to discuss the 2019-2021 Sewage Backup Damage Claims Analysis.*

## PUBLIC SPEAKING

## COUNCIL RESPONSE

## SPECIAL ORDERS

**210275** Special Order/Master Fee Schedule/Waste Collection Fees

A Special Order as requested by Council President Fields to discuss waste collection fees in the Master Fee Schedule.

**210278** Special Order/Flint Water Crisis Criminal Cases/Former Special Prosecutor Todd Flood

A Special Order as requested by Councilperson Mays to discuss Flint water crisis criminal cases with Former Special Prosecutor Todd Flood.

**RESOLUTIONS**

- 210252** Change Order #3/Contract/Boyd's Lawn & Landscaping/Mowing Abatement/Parks, Trails, Cemeteries, Centers & Triangles
- Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to enter into [change order #3] to the contract with Boyd's Lawn & Landscaping for to provide mowing services for parks, trails, cemeteries, centers and triangle for FY2022, pending adoption of the budget, in an amount NOT-TO-EXCEED \$154,500.00, as requested by Street Maintenance [Local Street Fund Acct. No. 203-449.201-801.000.] [NOTE: No aggregate total is listed.]
- 210253** Multi-Year/Lease to Own Agreement/AIS Construction Equipment/Vogele Paver/Hamm Roller
- Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to enter into the third year of the contract with AIS Construction Equipment to lease for the [four-year] lease to purchase of a Vogele Paver and a Hamm Roller, as requested by Street Maintenance, in an annual amount NOT-TO-EXCEED \$125,266.56 [Local Street Fund Acct. No. 202-449.201-977.000 = \$49060.30 and Acct. No. 202-449.201-977.000 = \$13,572.98, and Major Street Fund Acct. No. 203-449.201-977.000 = \$49,060.29 and Acct. No. 230-449.201-977.000 = \$13,572.97.] [NOTE: The original agreement was a purchase order, not a contract, and no aggregate total is listed.]
- 210255** Change Order #1//Lasercom LLC/Printing, Sorting and Mailing/Property Taxes/Postage
- Resolution resolving that the proper city officials, upon City Council's approval, are authorized to do all things necessary to enter into change order #1 with Lasercom LLC to provide additional postage for the mailing of city property tax bills, as requested by Customer Service, in an NOT-TO-EXCEED \$24,500.00, and a contract total amount of \$173,590.00, under the same terms and conditions [General Fund Acct. No. 101-253.200-902.000.]
- 210256** Contract/RNA Facilities Management/Janitorial Services
- Resolution resolving that the appropriate city officials are authorized to do all things necessary to enter into a contract with RNA Facilities Management to provide janitorial services, as requested by DPW, in an amount NOT-TO-EXCEED \$176,000.00, pending budget adoption [General Fund Acct. No. 101-753.200-801.000 = \$138,560.00; Major Street Fund Acct. No. 202-449.201-801.000 = \$18,720.00; Sewer Fund Acct. No. 590-540.100-801.000 = \$9,360.00; and Water Fund Acct. No. 591-540.100-801.000 = \$9,360.00.]
- 210257** Change Order #1/McNaughton-McKay Electric Co./Electrical Poles

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to enter into change order #1 to the contract with McNaughton-McKay Electric Co. to provide electrical poles, as requested by the Water Service Center, in an amount NOT-TO-EXCEED \$19,688.57, and a contract total amount of \$81,888.57, under the same terms and conditions [Sewer Fund Acct. No. 590-540.208-752.000, and Water Fund Acct. No. 591-540.202-752.000.]

**210258** Contract Extension/Ace-Saginaw Paving Co./Additional Asphalt Material

Resolution resolving that the proper City Officials are authorized to do all things necessary to extend the contract with Ace Saginaw Asphalt [Ace-Saginaw Paving Co.] to provide additional asphalt paving materials, in an amount NOT-TO-EXCEED \$11,000.00, and a contract total amount of \$793,188.00, as requested by Water and Sewer [Sewer Fund Acct. No. 590-540.208-782.000 = \$6,150.00, and Water Fund Acct. No. 591-540.202-782.000 = \$850.00 and Acct. No. 591-540.202-752.000 = \$4,000.00.]

**210259** Contract Extension/Aldridge Trucking/Additional Fill Sand

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to extend the contract with Aldridge Trucking to provide additional fill sand, in an amount NOT-TO-EXCEED \$10,000.00, and a contract total amount of \$108,000.00, under the same terms and conditions, as requested by the Water Service Center [Sewer Fund Acct. No. 290-540.202-752.000 = \$4,000.00 and Water Fund Acct. No. 591-540.208-752.000.]

**210260** Multi-Year/Contract/PVS Nolwood Chemical, Inc./Liquid Ferrous (Aqueous Ferrous Chlorine)

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to enter into the second year of the contract with PVS Nolwood Chemical, Inc. to provide liquid ferrous (aqueous ferrous chlorine) for FY2022, as requested by Water Pollution Control, in an annual amount not to exceed \$120,000.00, pending adoption of the budget [Sewer Fund Acct. No. 590-550.100-753.000.]

**210261** Multi-Year/Contract/Polydyne Inc./Liquid Cationic Polymer (Emulsion)

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to enter into the second year of the contract with Polydyne Inc. to provide liquid cationic polymer (emulsion) for FY2022, as requested by Water Pollution Control, in an annual amount NOT-TO-EXCEED \$98,000.00 [Sewer Fund Acct. No. 590-550.100-753.000.]

**210262** Contract/EJ USA, Inc./Fire Hydrants, Catch Basin Grates & Manhole Covers

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to enter into a contract with EJ USA, Inc. to provide fire hydrants, catch basin grates and manhole covers, as requested by

the Water Service Center, in an amount NOT-TO-EXCEED \$120,000.00, pending adoption of the budget [Water Fund Acct. No. 591-540.202-752.000 = \$95,000.00, and Sewer Acct. No. 590-540.208-752.000 = \$25,000.00.]

**210263** Contract/Republic Services/Disposal/Sewage Sludge Cake Disposal

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to enter into a contract with Republic Services to provide sewage sludge cake disposal services, as requested by Water Pollution Control, in an amount NOT-TO-EXCEED \$247,000.00, pending adoption of the budget [Sewer Fund Acct. No. 590-550.100-801.500.]

**210264** Three-Year Contract/DHT Transportation/Sewage Sludge Transport Services

Resolution resolving that the proper city officials, upon City Council's approval, are authorized to do all things necessary to enter into a [three-year contract] with DHT Transportation to provide sludge disposal transportation services, as requested by Water Pollution Control, in an amount NOT-TO-EXCEED \$250,000.00 [for each of the next three years, pending adoption of each year's respective budget, for a total amount of \$750,000.00] [Sewer Fund Acct. No. 590-550.100-801.500.]

**210265** Contract/Duperon Corp./East Pump Station Washer Compactor

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to enter into a contract with Duperon Corp. to provide the East Pump Station washer compactor, in an amount NOT-TO-EXCEED \$81,365.00, pending budget adoption, as requested by Water Pollution Control [Sewer Fund Acct. No. 590-550.300-977.000.]

**210266** Three-Year Contract/Fishbeck, Thompson, Carr & Huber, Inc./Comprehensive Regulatory Compliance Assistance

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to enter into the second year of a (three-year) contract with Fishbeck, Thompson, Carr & Huber, Inc. to provide comprehensive regulatory compliance assistance, as requested by Water Pollution Control, in an amount NOT-TO-EXCEED \$100,000.00 per year [for a total amount of \$300,000.00], pending adoption of the budget [Sewer Fund Acct. No. 590-550.100-801.000.]

**210267** Change Order #1/Contract/Spalding DeDecker/Preliminary Engineering Services/Miller Road Rehabilitation

Resolution resolving that the proper city officials, upon City Council's approval, are hereby authorized to enter into change order #1 to the contract with Spalding DeDecker to facilitate a design change during the Preliminary Engineering Services to rehabilitate Miller Road, in an amount NOT-TO-EXCEED \$25,000.00, and a

revised aggregate amount of \$234,508.09, as requested by DPW [Water Capital Projects (WIIN) Fund Acct. No. 496-555.000-801.066.]

- 210269** Resolution of Support/Transportation Improvement Program (TIP) Projects/Genesee County Metropolitan Alliance/Resurfacing of Saginaw Street from Atherton Road to Oakley Street

Resolution resolving that this resolution is adopted to attest the city's support for moving the year for resurfacing of Saginaw Street from Atherton Road to Oakley Street from FY2023 to FY2022. The City of Flint's local match is in the amount of \$61,882.00, AND, resolving that this resolution attests to the city's commitment to providing local funding for its share of the resurfacing of Saginaw Street from Atherton Road to Oakley Street in FY2022 that was previously selected for inclusion in the FY2020-2023 Transportation Improvement Program (TIP). [NOTE: New funding for the program decreased the city's contribution from \$1,093,870.00 to \$61,882.00.]

## **DISCUSSION ITEMS**

## **OUTSTANDING DISCUSSION ITEMS**

## **ADJOURNMENT**



RESOLUTION NO.: 210252

PRESENTED: JUN - 6 2021

ADOPTED: \_\_\_\_\_

PROPOSAL# 18-007

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO BOYD’S LAWN AND LANDSCAPING FOR  
MOWING OF PARKS, TRAILS, CEMETERIES, CENTERS, AND TRIANGLES**

WHEREAS, the Department of Planning and Development (Planning) is requires mowing services for parks, trails, cemeteries, centers, and triangles. Planning recommended the purchase of mowing services for 2018-2022 to Boyd’s Lawn and Landscaping, and is requesting the fourth year (change order #3) of mowing through June 30, 2022 in the amount of \$154,500.

Account Number	Account Name	Amount
208-752.102-801.000	Professional Services	\$154,500.00
	<b>FY2022 GRAND TOTAL</b>	<b>\$154,500.00</b>

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to enter into the fourth year of the contract with Boyd’s Lawn and Landscaping to provide mowing services for parks, trails, cemeteries, centers, and triangles for FY2022, pending the adoption of the budget, for the amount of \$154,500.

APPROVED AS TO FORM:

Angela Wheeler  
Angela Wheeler (May 25, 2021 13:12 EDT)  
Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

Shelbi Frayer  
Shelbi Frayer (May 26, 2021 09:07 EDT)  
Shelbi Frayer, Chief Financial Officer

FOR THE CITY OF FLINT:

CLYDE D EDWARDS  
CLYDE D EDWARDS (May 27, 2021 13:16 EDT)  
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

\_\_\_\_\_  
Kate Fields, City Council President

APPROVED AS TO PURCHASING:

Jennifer Ryan  
Jennifer Ryan (May 25, 2021 12:15 EDT)  
Jenn Ryan, Deputy Finance Director





## CITY OF FLINT

**WILL YOUR DEPARTMENT NEED A CONTRACT?** YES  NO

*(If yes, please indicate how many years for the contract)* YEARS

**WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: *(This will depend on the term of the bid proposal)***

**BUDGET YEAR 1**

**BUDGET YEAR 2**

**BUDGET YEAR 3**

**OTHER IMPLICATIONS *(i.e., collective bargaining)*:** None

**STAFF RECOMMENDATION: *(PLEASE SELECT)*:**  **APPROVED**  **NOT APPROVED**

**DEPARTMENT HEAD SIGNATURE:**

A handwritten signature in cursive script, appearing to read "Suzanne Wilcox".

*Suzanne Wilcox, Planning & Development Director*



RESOLUTION NO.: 200255

PRESENTED: JUN 22 2020

ADOPTED: 6-24-2020

**CHANGE ORDER #2: RESOLUTION APPROVING EXTENSION OF CONTRACT WITH BOYD'S LAWN AND LANDSCAPING FOR MOWING OF PARKS, TRAILS, CEMETERIES, CENTERS AND TRIANGLES**

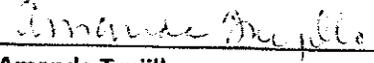
**BY THE MAYOR:**

WHEREAS, On February 14, 2018, the City of Flint entered into a contract with Boyd's Lawn and Landscaping, 5103 W. Coldwater Rd., Flint, Michigan (resolution #180054) for the mowing of parks, trails, cemeteries, centers, and triangles for the first phase of a five year period (2018-2022) in the amount of \$120,600.00 as requested by Planning & Development; and

WHEREAS, The Department of Planning & Development is requesting the third year of mowing through June 30, 2021 in the amount of \$154,500.00. Funding for said services will come from the following account: 208-752.102-801.000 (Park/Recreation Fund); and

IT IS RESOLVED that appropriate City Officials are authorized to do all things necessary to enter into change order #2 to the contract with Boyd's Lawn & Landscaping for the third year of mowing parks, trails, cemeteries, centers, and triangles through June 30, 2021 in the amount not to exceed \$154,500.00 and an aggregate amount of \$534,852.00.

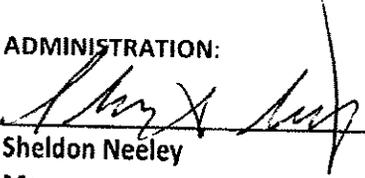
**APPROVED AS TO FINANCE:**

  
Amanda Trujillo  
Deputy Finance Director

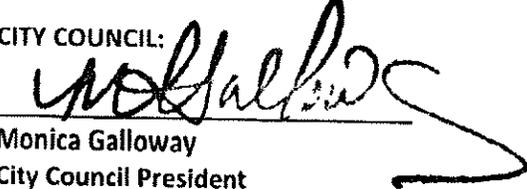
**APPROVED AS TO FORM:**

  
Angela Wheeler  
Chief Legal Officer

**ADMINISTRATION:**

  
Sheldon Neeley  
Mayor

**CITY COUNCIL:**

  
Monica Galloway  
City Council President







## CITY OF FLINT

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**WILL YOUR DEPARTMENT NEED A CONTRACT?** YES  NO   
(If yes, please indicate how many years for the contract) \_\_\_\_\_ YEARS

**WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR:** (This will depend on the term of the bid proposal)

BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

**OTHER IMPLICATIONS (i.e., collective bargaining):**

**STAFF RECOMMENDATION: (PLEASE SELECT):**  **APPROVED**  **NOT APPROVED**

**DEPARTMENT HEAD SIGNATURE:** *[Handwritten Signature]* Director, Department of Planning and Dev.  
(PLEASE TYPE NAME, TITLE)

**DPD**

**18-007**

# **CITY OF FLINT MICHIGAN**



**Boyd's Lawn & Landscaping  
FY 2017-18  
Parks Mowing & Trimming Services  
\$120,600.00**

# **CONTRACTS**

190103

(Purchasing #18000027)

SUBMISSION NO.: \_\_\_\_\_

PRESENTED: 3-21-19

ADOPTED: 3-25-2019

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO BOYD'S LAWN & LANDSCAPING FOR MOWING OF PARKS, TRAILS, CEMETERIES, CENTERS AND TRIANGLES**

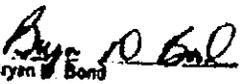
**RESOLUTION**

On February 14, 2018, the Proper City Officials were authorized to enter into a contract with Boyd's Lawn & Landscaping, 5103 W. Coldwater Rd., Flint, Michigan (resolution #180054) for the mowing of parks, trails, cemeteries, centers and triangles for the first year of a five year period in the amount of \$120,600.00 as requested by Planning & Development; and

The Department of Planning & Development has requested the second year of mowing through June 30, 2020 in the amount of \$259,752.00. Funding for said services will come from the following account: 208-752.102-801.000; and

IT IS RESOLVED, that the Proper City Officials, upon City Council's approval, are hereby authorized to enter into change order #1 to the contract with Boyd's Lawn & Landscaping for the second year of mowing parks, trails, cemeteries, centers and triangles through June 30, 2020 in the amount not to exceed \$259,752.00 and an aggregate amount of \$380,352.00. (Park/Recreation Fund) \$86,574.00 FY19, \$173,148.00 pending adoption of the FY20 budget

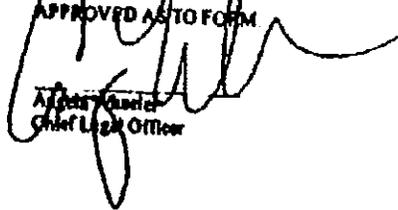
APPROVED PURCHASING DEPT

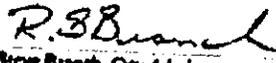
  
Bryan Bond  
Interim Purchasing Manager

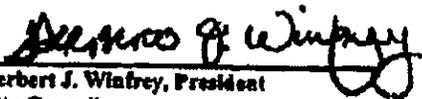
APPROVED AS TO FINANCE:

  
Hilary Newsome  
Chief Financial Officer

APPROVED AS TO FORM

  
Albert M. Smith  
Chief Legal Officer

  
Steve Branch, City Administrator

  
Herbert J. Winfrey, President  
City Council

**CHANGE ORDER**

SUBMISSION NO.: 190103

ADOPTED DATE: 3-25-2019

NAME OF PROJECT: Park Mowing and Trimming Services 19-6083

CONTRACTOR: Boyd's Lawn and Landscaping

The following changes are hereby made to the contract document:

The Department of Planning & Development was authorized by the Flint City Council on March 25<sup>th</sup> to enter into the second year of a five year contract with Boyd's Lawn and Landscaping for mowing of parks, trails, cemeteries, centers, and triangles in the amount not to exceed \$259,752.00 with a revised aggregate amount of \$380,352.00 This contract will cover mowing and trimming services until June 30<sup>th</sup>, 2020 and includes additional properties. Resolution #190103 is attached as is a Notice to Enter into Contract from the City's Purchasing Manager.

**CHANGE TO CONTRACT PRICE**

ORIGINAL CONTRACT AMOUNT: \$ 120,600.00

CURRENT CONTRACT AMOUNT ADJUSTED BY PREVIOUS CHANGE ORDERS: \$ 0.00

THE CONTRACT AMOUNT DUE TO THIS CHANGE ORDER WILL BE INCREASED BY: \$ 259,752.00

THE NEW CONTRACT AMOUNT DUE TO THIS CHANGE ORDER WILL BE: \$ 380,352.00

CONTRACT TIME CHANGE -

ACCEPTED: CONTRACTOR

FIRM: Boyd's Lawn and Landscaping

BY: [Signature]

TITLE: Owner

ADDRESS: 5103 W Coldwater Rd Flint MI

APPROVED AS TO FORM:

[Signature]  
Angela Wheeler,  
Chief Legal Officer

BY:

THE CITY OF FLINT  
A MUNICIPAL CORPORATION

[Signature]  
Dr. Karen W. Weaver,  
Mayor



# CITY OF FLINT

## Department of Purchases & Supplies

Dr. Karen Weaver  
Mayor

Joyce A. McClane  
Purchasing Manager

April 11, 2019

**TO:** Suzanne Wilcox, Director  
Planning & Development

**FROM:** Joyce A. McClane *JAM*  
Purchasing Manager

**SUBJECT:** NOTICE TO ENTER INTO A CONTRACT – BOYD'S LAWN & LANDSCAPING

Please be advised that the abovementioned vendor has been approved by City Council on March 25, 2019 for change order #1 to the contract for the second year of a three year mowing of parks, trails, cemeteries, centers and triangles in an amount not to exceed \$259,752.00 and a revised aggregate amount of \$380,352.00. You are now authorized to enter into a contract with Boyd's Lawn & Landscaping.

If you have any questions, please feel free to give me a call.

Attachment

**CITY OF FLINT CONTRACT WITH  
Boyd's Lawn and Landscaping**

The purpose of this agreement is to enter into a contract to provide equipment and mowing & trimming services for parks, traffic triangles, and traffic medians (hereinafter "Services") for the City of Flint (hereinafter "City") and Boyd's Lawn and Landscaping. (hereinafter "Contractor").

**Applicable Law:** This contract shall be governed by and interpreted according to the laws of the State of Michigan pertaining to contracts made and to be performed in this state.

**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 City Attorney.

(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) These provisions shall survive the termination or expiration of this agreement.

**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 ½ % 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.

**Compensation:** The City shall pay for requested services as have been set forth herein, a total contract price not to exceed \$120,600.00 upon submission of proper invoices, releases, affidavits, and the like. Contractor recognizes that the City does not guarantee it will require any set amount of services. Contractor's services will be utilized as needed and as determined solely by the City of Flint. Contractor expressly recognizes that it has no right to payment of any amount exceeding \$120,600.00. Contractor agrees that oral agreements by City officials to pay a greater amount are not binding.

1. Contractor shall submit itemized invoices on a monthly basis for all services provided under this Agreement identifying:

- (a) The date of service
- (b) The name of person providing the service and a general description of the service provided
- (c) The unit rate and the total amount due. Invoices shall be submitted to by e-mail to: accountspayable@cityofflint.com and Amoore@cityofflint.com (City of Flint, Planner II)

It is solely within the discretion of the City as to whether Contractor has provided a proper invoice. The City may require additional information or waive requirements as it sees fit. The City will notify the Contractor of any errors or lack of sufficient documentation within 14 days of receipt of the invoice.

**Contract Documents:** The invitation for bids, instructions to bidders, 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.

**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.

**Effective Date:** This contract shall be effective upon the date that it is executed by all parties and presented to the City of Flint Clerk.

**Certification, Licensing, Debarment, Suspension and Other Responsibilities:** Contractor warrants and certifies that Contractor and/or any of its principals are properly certified and licensed to perform the duties required by this contract in accord with laws, rules,

and regulations, and is not presently debarred, suspended, proposed for debarment or declared ineligible for the award of any Federal contracts by any Federal agency. Contractor may not continue to or be compensated for any work performed during any time period where the debarment, suspension or ineligibility described above exists or may arise in the course of Contractor contractual relationship with the City. Failure to comply with this section constitutes a material breach of this Contract. Should it be determined that contractor performed work under this contract while in non-compliance with this provision, Contractor agrees to reimburse the City for any costs that the City must repay to any and all entities.

**Force Majeure:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond 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.

**Good Standing:** Contractor must remain current and not be in default of any obligations due the City of Flint, including the payment of taxes, fines, penalties, licenses, or other monies due the City of Flint. Violations of this clause shall constitute a substantial and material breach of this contract. Such breach shall constitute good cause for the termination of this contract should the City of Flint decide to terminate on such basis.

**Hold Harmless and Indemnification:** To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers and others working on behalf of the City, against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any and all damages which may be asserted, claimed, or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, arising out of this Agreement, including but not limited to those by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, including those which may arise as a result of Contractor's acts, omissions, faults, and negligence or that of any of his employees, agents, and representatives. Should the Contractor fail to indemnify the City in the above-mentioned circumstances, the City may deduct the cost that it incurs from amounts owing under the Agreement without prior notice. These provisions shall survive the termination on expiration of this agreement.

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

**Insurance/Worker's Compensation:** Contractor shall not commence work under this contract until he has procured and provided evidence of the insurance required under this

section. All 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 Insureds." 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 Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, 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 Insureds." 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 two certificates of insurance for all coverage requested with original endorsements for those policies requiring the Additional Insureds. All 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, Risk Management Division, 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 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.

**Laws and Ordinances:** Contractor 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 improvements.

**Modifications:** Any modifications to this contract must be in writing and signed by the parties or the authorized employee, officer, board or council representative of the parties authorized to make such contractual modifications under State law and local ordinances.

**No Third-Party Beneficiary:** No contractor, subcontractor, mechanic, materialman, 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.

**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.

**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.

**Non-Discrimination:** Contractor shall not discriminate against any employee or applicant for employment with respect to hiring or tenure; terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment, because of race, color, creed, religion, ancestry, national origin, age, sex, height, weight, disability or other physical impairment, marital status, or status with respect to public assistance.

**Notices:** Notices to the City of Flint shall be deemed sufficient if in writing and mailed,

postage prepaid, addressed to Adam Moore, Planner II, City of Flint, 1101 S. Saginaw Street, Room B17, Flint, Michigan 48502 and Inez Brown, City Clerk, City of Flint, 1101 S. Saginaw Street, Flint, Michigan 48502, or to such other address as may be designated in writing by the City from time to time. Notices to Contractor shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to 5103 W. Coldwater Rd. Flint, MI 48504, or to such other address as may be designated in writing by Contractor from time to time.

**R-12 Prevailing Wages:** Contractor is aware of City of Flint Resolution #R-12 dated April 8, 1991, which is hereby incorporated by reference, and agrees to abide by all of the applicable covenants and requirements set forth in said resolution.

**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.

**Scope of Services:** Contractor shall provide all of the materials, equipment, supplies, tools, superintendence and other accessories and services necessary to complete the project in accordance with the proposals submitted opened on February 2, 2018.

Work will be conducted between the spring and fall of 2018 and may be subject for individual annual renewal in 2019, 2020, 2021, and 2022. It is the City's intention that parks, cemeteries, trails, medians, and traffic triangles will be mowed bi-weekly at least 14 times a year with 6 optional mows used at the City's discretion, however, no minimum amount of work is guaranteed. City Hall and fire stations will be mowed weekly, or at the City's discretion. Work done around fire stations and City Hall will be managed by the Department of Public Works

**Location of Services: Parks**

		Single Cut		Double Cut
<b>ZONE 1 (Northwest)</b>				
Bassett Park	\$	450.00	\$	900.00
McClellan Park	\$	20.00	\$	40.00
Clara Hilborn Park	\$	140.00	\$	280.00
Fleming Park	\$	40.00	\$	80.00
Hasselbring Park	\$	450.00	\$	900.00
Iroquois Park	\$	120.00	\$	240.00
Martin Park	\$	50.00	\$	100.00
Sarvis Park	\$	150.00	\$	300.00
Wilkins Park	\$	20.00	\$	40.00
<b>ZONE 1 (Northwest) Total</b>	<b>\$</b>	<b>1,440.00</b>	<b>\$</b>	<b>2,880.00</b>
<b>ZONE 2 (West)</b>				
Cronin Derby Downs	\$	140.00	\$	280.00
Dort Park	\$	40.00	\$	80.00
Dougherty Park	\$	10.00	\$	20.00
Durant Park	\$	40.00	\$	80.00
Eldorado Vista Park	\$	80.00	\$	160.00
Genesee Valley Trail Margins	\$	20.00	\$	40.00

Gerholz Park	\$	30.00	\$	60.00
Hardenbrook Park	\$	50.00	\$	100.00
Mann Hall Park	\$	20.00	\$	40.00
McCullum Park	\$	15.00	\$	30.00
Metawanenee Park	\$	15.00	\$	30.00
Oak Park	\$	120.00	\$	240.00
Ramona Park	\$	15.00	\$	30.00
Sarginson Park	\$	60.00	\$	120.00
<b>ZONE 2 (West) Total</b>	<b>\$</b>	<b>655.00</b>	<b>\$</b>	<b>1,310.00</b>
<b>ZONE 3 (East)</b>				
Bundy Park	\$	15.00	\$	30.00
Amos Park	\$	7.50	\$	15.00
Avondale Cemetery	\$	225.00	\$	450.00
Cook Park	\$	225.00	\$	450.00
Delaware Park	\$	7.50	\$	15.00
Kearsley Park	\$	450.00	\$	900.00
Longway Park	\$	400.00	\$	800.00
Polk Park	\$	7.50	\$	15.00
Rollingwood	\$	125.00	\$	250.00
Whaley Park	\$	450.00	\$	900.00
<b>ZONE 3 (East) Total</b>	<b>\$</b>	<b>1,912.50</b>	<b>\$</b>	<b>3,825.00</b>
<b>ZONE 4 (Southeast)</b>				
Aldrich Park	\$	35.00	\$	70.00
Atherton Park	\$	135.00	\$	270.00
Burroughs Park	\$	150.00	\$	300.00
Farnumwood Park	\$	150.00	\$	300.00
Pierce Park	\$	30.00	\$	60.00
Windiate Park	\$	140.00	\$	280.00
Woodlawn Park	\$	75.00	\$	150.00
<b>ZONE 4 (Southeast) Total</b>	<b>\$</b>	<b>715.00</b>	<b>\$</b>	<b>1,430.00</b>
<b>ZONE 6 (Municipal Buildings)</b>				
City Hall & Fire Station #1	\$	100.00	\$	200.00
Fire Station #3	\$	15.00	\$	30.00
Fire Station #5	\$	5.00	\$	10.00
Fire Station #8	\$	15.00	\$	30.00
Fire Station #6	\$	5.00	\$	10.00
<b>ZONE 6 (Municipal Buildings) Total</b>	<b>\$</b>	<b>140.00</b>	<b>\$</b>	<b>280.00</b>

**ZONE 8 ( Street Triangles)**

12th/Grand Traverse	\$	5.00	\$	10.00
8th & 9th Corners and Triangles	\$	5.00	\$	10.00
Atherton Triangle	\$	2.50	\$	5.00
Beech/Wellington/Church	\$	2.50	\$	5.00
Beecher Triangle	\$	5.00	\$	10.00
Broadway Blvd	\$	40.00	\$	80.00
Burr Blvd	\$	20.00	\$	40.00
Cadillac Triangle	\$	2.50	\$	5.00
Chavez/Kearsley Park Triangle	\$	2.50	\$	5.00
Chester Simmons Triangle	\$	35.00	\$	70.00
Chevrolet Medians	\$	70.00	\$	140.00
Chevrolet Blvd	\$	70.00	\$	140.00
Chicago Triangles	\$	5.00	\$	10.00
	\$	2.50	\$	5.00
	\$	2.50	\$	5.00
Civic Park Triangles	\$	5.00	\$	10.00
	\$	5.00	\$	10.00
Colorado Triangle	\$	2.50	\$	5.00
Commonwealth Triangles	\$	25.00	\$	50.00
	\$	5.00	\$	10.00
	\$	5.00	\$	10.00
Davison/Lewis Triangle	\$	5.00	\$	10.00
Dayton Blvd	\$	40.00	\$	80.00
Dayton Triangles	\$	5.00	\$	10.00
Dort/Leith	\$	20.00	\$	40.00
Dupont Blvd	\$	40.00	\$	80.00
E. Court & 5th, Lapper & 5th Triangles	\$	40.00	\$	80.00
East Lawn Triangles	\$	5.00	\$	10.00
Fenton/Atherton Triangle	\$	2.50	\$	5.00
Forest Hill Blvd	\$	40.00	\$	80.00
Grand Traverse Triangle	\$	20.00	\$	40.00
Hamilton Blvd	\$	60.00	\$	120.00
Hamilton Triangle	\$	40.00	\$	80.00
Hammerburg Triangle	\$	2.50	\$	5.00
James P Cole Blvd	\$	100.00	\$	200.00
James P Cole Triangle	\$	2.50	\$	5.00
Kearsley Park Triangle	\$	2.50	\$	5.00
Linsey Blvd	\$	10.00	\$	20.00
Lippincott Blvd	\$	40.00	\$	80.00
Longway Blvd and Triangles	\$	80.00	\$	160.00
	\$	2.50	\$	5.00
	\$	2.50	\$	5.00
Mackin/Dupont Triangle	\$	2.50	\$	5.00

Mott Park Triangles	\$	5.00	\$	10.00
	\$	2.50	\$	5.00
	\$	2.50	\$	5.00
North Street Medians	\$	20.00	\$	40.00
North/South Chavez	\$	20.00	\$	40.00
	\$	20.00	\$	40.00
Ogema Triangle	\$	2.50	\$	5.00
Paterson Medians	\$	20.00	\$	40.00
Perry Street Triangles	\$	20.00	\$	40.00
	\$	5.00	\$	10.00
Ramsey Triangle	\$	2.50	\$	5.00
Riverside Triangle	\$	40.00	\$	80.00
S. Saginaw Median	\$	10.00	\$	20.00
Saginaw/University	\$	2.50	\$	5.00
Saginaw/Atherton Triangle	\$	2.50	\$	5.00
Stevenson/5th Triangle	\$	5.00	\$	10.00
Triangle on Greenway and Welch	\$	10.00	\$	20.00
Victoria Triangle	\$	2.50	\$	5.00
Wyoming Triangle	\$	2.50	\$	5.00
Welch Medians	\$	10.00	\$	20.00
<b>ZONE 8 ( Street Triangles)</b>				
<b>Total</b>	<b>\$</b>	<b>1,085.00</b>	<b>\$</b>	<b>2,170.00</b>

The City of Flint reserves the right to remove assigned properties with 30 days prior notice.

**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.

**Standards of Performance:** Contractor agrees to exercise independent judgment and to perform its duties under this contract in accordance with sound professional practices. The City is relying upon the professional reputation, experience, certification, and ability of Contractor. Contractor agrees that all of the obligations required by him under this Contract shall be performed by him or by others employed by him and working under his direction and control. The continued effectiveness of this contract during its term or any renewal term shall be contingent upon Contractor maintaining his certification in accordance with the requirements of State law.

Work shall be conducted with the utmost professionalism and care and shall include:

- Routine lawn mowing, trimming and edging are required to maintain a manicured, uniform, dense stand of turf during the entire mowing season. **Mowing blades shall be set between 2.5 and 3 inches.**
- All turf areas shall be completely mowed and left without clippings or rolled grass after each scheduled cut.
- All mowing shall be done with clean, freshly sharpened and properly adjusted rotary mulching/recycling or reel type mowing equipment.
- All play equipment, trees, buildings, fencing, light poles, downed limbs, pavilions and other obstacles shall be weed whipped and trimmed after each scheduled cut.
- Sidewalks, walkways, parking lots, and curb lines shall be trimmed/edged after each scheduled cut. All trimmings on parking lots, sidewalks, walkways, basketball/tennis courts, curb lines or other hard surfaces shall be eliminated by whatever means are available to the Contractor and at no expense to the City. Clippings shall not be blown into the street.
- Mowing direction shall be varied with each mowing to change the patterns of wear and cut. Mow no closer than 4" to trees or park equipment or other obstacles. Trimming shall be completed around trees, etc. so as to avoid damage.
- **If grass clippings left by the mowing lay on top of the grass and become unsightly the clippings shall be eliminated by whatever means are available to the Contractor and at no expense to the City. Clippings shall not be blown into the streets.**
- Normal, everyday litter shall be removed prior to mowing. The City of Flint shall be contacted immediately if large quantities of illegal dumped debris are present.
- Clippings and related mowing and maintenance waste from all walks, grounds cover beds, parking lots and drives, etc. shall be removed from the site before mowing is considered complete and before the Contractor leaves the job site. Contractor is responsible for proper, legal disposal of waste.
- Under no circumstances are areas with saturated soils to be mowed that will result in destruction of turf or the soil profile by mowing equipment. In the event of wet conditions, which prevent full service on the property, the City of Flint is to be notified.
- **Unless explicitly instructed in writing, wet areas, low-lying areas, heavily wooded areas, or areas of rough terrain are to be trimmed.**
- The City of Flint may make temporary signage available for the contractor to mark areas that are "too wet to mow" to provide communication to residents.

**Evaluation:**

Each contractor will be evaluated on a monthly basis to ensure proper performance of their work. Appendix A contains a sample of the evaluation standards for each property.

Contractor's performance will be reviewed every month to evaluate their performance based on standards in the RFP and contract. A total of 10 points are available for each property based on the criteria below. Scores of 0 to 5 will result in Unsatisfactory rating, 6 to 7 Needs Improvement, and 8 or above Satisfactory.

All property scores will be averaged into one monthly score, which will determine if the contractor's performance is Unsatisfactory, Needs Improvement, or Satisfactory.

A monthly average of Unsatisfactory twice over the season or Needs Improvement 5 times over the season will result in a formal Notice of Complaint by the City of Flint. Contractors will have 30 days to remedy the poor performance that resulted in Notice of Complaint. Failure to do so may be used as cause to terminate the contract with the vendor.

Property scores of Unsatisfactory for any one single property 3 times in one season will also result a formal Notice of Complaint by the City of Flint. Failure to remedy the poor performance at that property may be used as cause to terminate the contract with the vendor.

**Frequency of Mowing/Scheduling:**

Mowing will be conducted at the discretion of the City of Flint.

- Contractor shall be assigned properties to be maintained by the City of Flint.
- Mowing, trimming, edging and clipping removal shall occur approximately every 14 days or as scheduled by the City of Flint. Please see above for general standards of service.
- It is the City's intention to cut the grass at least 14 times between March and December. Up to 6 individual, optional cuts or special event cuts are available to be used if requested in writing by the City.
- Contractor may request an additional cut, double cut, or special event cut, however, that work is to be completed with expressed written verification and approval of the City of Flint.
- Contractor will provide the City of Flint a weekly schedule as to which day of the week each property shall be mowed. The City of Flint shall be alerted by e-mail if weather delays the mowing, or changes to the schedule are requested.
- It is the City will mow each property 14 times per a season. No additional mowing shall occur on a property unless special event mows are requested by the City of Flint and/or double cuts are requested by the vendor. Please see below for information on double cuts or special event requests.
- It is the City's intention that parks will be cut at least 6 to 8 times prior to June 30<sup>th</sup>, 2018, though work is weather dependent and to be done at the City's desecration.
- It is the City's intention that parks will be cut 8 to 12 times after June 30<sup>th</sup>, 2018, though work is weather dependent and to be done at the City's desecration.
- While the City does not guarantee any minimum amount of work, the Contract expresses acknowledges that payment is not to exceed any amount above \$120,600.00.
- If the City experiences periods of extreme rain, heat or drought, a City representative will notify selected contractor to authorize the frequency of mowing.

**Special Events:**

At times the City of Flint may contact the contractor to perform a one time off schedule mow for a special event. Requests from the City will be made with at least five days prior to the special event. Special event cuts (also known as optional cuts) are to be billed to the City at the single cut rate.

**Double Cuts:**

At times the contractor may feel as though multiple cuts are necessary to meet contract standards due to high grass conditions. In this event the contractor may request a double cut. Double cuts shall only be conducted with expressed written/e-mailed consent of the City of Flint. Contractors may provide a double cut mowing price in their proposals.

**Communication:**

Contractors are required to contact assigned City of Flint representative by e-mail by noon every Monday on a weekly basis to provide an update on mowing completed the week before and an estimated schedule of work to be conducted over the next week. Any changes from the previous week's schedule should be noted and any problems or interruptions with service should be noted. Monthly evaluations from the City of Flint will be emailed to contractor's assigned representatives by the 1<sup>st</sup> of every month after work has begun.

**Notice to Proceed:**

No work shall commence without the expressed consent of the City of Flint. Each contractor is requested to attend a pre-service meeting to discuss services to be provided.

**Subcontracting:** No subcontract work, if permitted by the City, 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.

**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.

**Time of Performance:** Contractor's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.

**Union Compliance:** Contractor 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. However, this provision does not apply if its application would violate Public Act 98 of 2011.

**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 any 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.

**Whole Agreement:** This written agreement and the documents cited herein embody the entire agreement between the parties. Any additions, deletions or modifications hereto must be in writing and signed by both parties.

**List of Appendixes:**

**Appendix A: Mowing Evaluation**

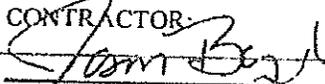
**Appendix B: Contractor Bid Submission**

{Signature Page Follows}

IN WITNESS WHEREOF, the parties have executed this contract this March 27, 2018.

of 

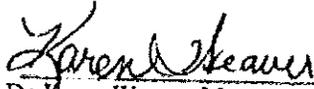
CONTRACTOR:

  
Print Name: Jason Bayel  
Its Owner

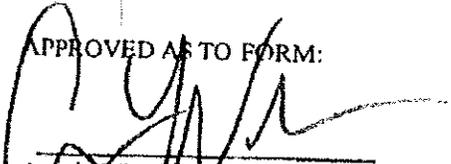
WITNESS(ES):

Mohamed Ali  
Print Name: 

CITY OF FLINT, a Michigan Municipal Corp.

  
Dr. Karen Weaver, Mayor

APPROVED AS TO FORM:

  
Angela Wheeler, Chief Legal Officer

APPENDIX A: CITY OF FLINT MOWING MONTHLY PERFORMANCE EVALUATION

Contractor: \_\_\_\_\_ Rating: Unsatisfactory Needs Improvement  
Satisfactory

Property: \_\_\_\_\_ Date Scheduled for Service: \_\_\_\_\_ Date Evaluated: \_\_\_\_\_

**Monthly Mowing Performance Evaluation:**

Contractor's performance will be reviewed every month to evaluate their performance based on standards in the RFP and contract. A total of 10 points are available for each property based on the criteria below. Scores of 0 to 5 will result in an Unsatisfactory rating, 6 to 7 means Needs Improvement, and 8 or above is Satisfactory.

All property scores will be averaged into one monthly score, which will determine if the contractor's performance is Unsatisfactory, Needs Improvement, or Satisfactory.

A monthly average of Unsatisfactory twice over the season or Needs Improvement 5 times over the season will result in a formal Notice of Complaint by the City of Flint. Contractors will have 30 days to remedy the poor performance. Failure to do so may be used as cause to terminate the contract with the vendor.

Property scores of Unsatisfactory for any one single property 3 times in one season will also result a formal Notice of Complaint by the City of Flint. Failure to remedy the poor performance at that property may be used as cause to terminate the contract with the vendor.

**Evaluation Criteria:**

- All turf grass areas mowed evenly per schedule and contract standards (3 points)
- Communication of weekly schedules and monthly invoicing completed as required (1)
- All turf areas are free of heavy clippings or rolled grass (1)
- All fence lines, trees, equipment, buildings, picnic areas or other obstructions trimmed/edged (1)
- All inaccessible areas by mower must be trimmed with no high grass present (1)
- All parking lots, sidewalks, walkways, basketball/tennis courts, curb lines or other hard surfaces trimmed/edged (1)
- All clippings or debris removed from streets, sidewalks, courts or other hard surfaces (1)
- No wheel ruts, turf scapping, damage to trees or equipment noticed (1)

**Notes:**

Evaluator: \_\_\_\_\_ Further action necessary? \_\_\_\_\_

**Appendix B: Contractor Bid Submission Dated 1/27/18**

Boyd's Lawn and Landscaping

5103 W Coldwater Rd.

Flint, MI

810-479-5616

Boyd's Lawn and Landscaping is a veteran owned individual small business and has been in business since 2011.

We have done business with the City of Flint DPW for weed abatement since 2011, and cut the city's parks for the past two years and have over 10 years of experience cutting the parks while working with J&M tree service as the foreman, GTJ Consulting performing work on properties for Fannie Mae.

We have cut the parks for the City of Flint for the last 2 years  
We have been cutting weed abatement for the City of Flint since 2011

I personally have been performing this type of work for 26 years and have been cutting and trimming the parks since 2003, while working in other capacities before starting this company.

We fully understand the grass cutting criteria set forth in this contract and have the ability to perform them in a timely and efficient manner.

We own 7 Zero turn mowers and are able to cut up to 150 acres of grass each day, totaling 750 acres in a 5 day window.

61" Scag Turf Tiger II  
2- 60" Exmark Zero Turn  
2- 60" Toro Zero turns  
52" Scag Tiger Cat  
52" Kubota

Chris Jens GTJ Consulting, 586-293 8200  
Mike Patterson Guardian Asset Management 908-313-2696  
Betty Wideman City of Flint DPW, 810-766-7343

Thank you for allowing us to provide you with the best service possible.

Jason Boyd

Owner



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/22/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Insureon (HIN Insurance Holdings LLC.) 1101 Central Expy South, Suite 250 Allen, TX 75013		<b>CONTACT</b> NAME: PHONE: FAX: E-MAIL: ADDRESS:	
<b>INSURED</b> Boyd's lawn and landscaping 1093 Corydon dr Mount morris, MI 48458		<b>INSURER'S AFFORDING COVERAGE</b> INSURER A: Security National Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES: CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVER LTR	TYPE OF INSURANCE	ADDITIONAL CODE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS	
						DESCRIPTION	AMOUNT
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Yes	ALL05914500	10/22/2017	10/22/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO PERIOD \$ 100,000 MED EXP. (any one person) \$ 5,000 PERSONAL & ADV. BAILITY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP ADD \$ 2,000,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HORED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COVERED SURGE LIMIT (Per accident) \$ MEDICAL BAILITY (Per person) \$ BODILY BAILITY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CGLR <input type="checkbox"/> CLASSIC MAKE					EACH OCCURRENCE \$ AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROFESSIONAL/ARTISAN/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe in the DESCRIPTION OF OPERATIONS block					(Per Statute) / (Other) \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be checked if more space is required)

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, are named as Additional Insured as their interests may appear in regards to general liability and automobile liability

<b>CERTIFICATE HOLDER</b> City of Flint 1101 S. Saginaw st., 3rd Floor Flint, MI 48502	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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RESOLUTION NO.: 210253  
 PRESENTED: JUN - 6 2021  
 ADOPTED: \_\_\_\_\_

BID # 19-008

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO AIS CONSTRUCTION EQUIPMENT FOR VOGELE PAVER AND HAMM ROLLER**

WHEREAS, the Street Maintenance division recommended purchase of a Vogele Paver and a Hamm Roller from the lowest bidder AIS Construction Equipment, 5655 Pontiac Trail, New Hudson, MI as part of a cost to lease agreement through the Houston-Galveston Area Council national contract #SM10-16 for an annual amount not to exceed \$125,266.56 for FY2019 to FY2022, and an additional \$11,201.00 in FY2022 if the City purchases the equipment at the end of the lease.

Account Number	Account Name	Amount
202-449.201-977.000	Equipment (paver)	\$49,060.30
203-449.201-977.000	Equipment (paver)	49,060.29
202-449.201-977.000	Equipment (roller)	13,572.98
203-449.201-977.000	Equipment (roller)	13,572.97
	<b>FY2021 GRAND TOTAL</b>	<b>\$125,266.54</b>

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to enter into the third year of the contract with AIS Construction Equipment to lease a Vogele Paver and Hamm Roller for FY2021 for the amount of \$125,266.54.

APPROVED AS TO FORM:

Angela Wheeler  
Angela Wheeler (May 26, 2021 14:01 EDT)  
 Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

Shelbi Frayer  
shelbi frayer (May 27, 2021 15:07 EDT)  
 Shelbi Frayer, Chief Financial Officer

FOR THE CITY OF FLINT:

CLYDE D EDWARDS  
CLYDE D EDWARDS (May 28, 2021 11:44 EDT)  
 Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

\_\_\_\_\_  
 Kate Fields, City Council President

APPROVED AS TO PURCHASING:

Jennifer Ryan  
Jennifer Ryan (May 26, 2021 13:25 EDT)  
 Jenn Ryan, Deputy Finance Director



# CITY OF FLINT

## STAFF REVIEW FORM

TODAY'S DATE: June 2, 2021

BID/PROPOSAL# 19-008

AGENDA ITEM TITLE: Lease agreement for a paver and roller

PREPARED BY Kathryn Neumann for Michael Brown, Director of Public Works

VENDOR NAME: AIS Construction Equipment/Deere Credit

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

On May 28, 2019, Flint City Council authorized the Department of Purchases & Supplies to issue a purchase order to lease to own a new paver and roller for the Street Maintenance Division. This is year three and FY22 will be year four. The City intends to buy the equipment at the end of the lease.

FINANCIAL IMPLICATIONS: There is money in the accounts listed below

BUDGETED EXPENDITURE? YES  NO  IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
202	Major Street Fund	449.201-977.000		\$ 62,633.28
203	Local Street Fund	449.201-977.000		\$62,633.26
<b>FY21 GRAND TOTAL</b>				<b>\$ 125,266.54</b>

PRE-ENCUMBERED? YES  NO  REQUISITION NO: 210004601, 210004598

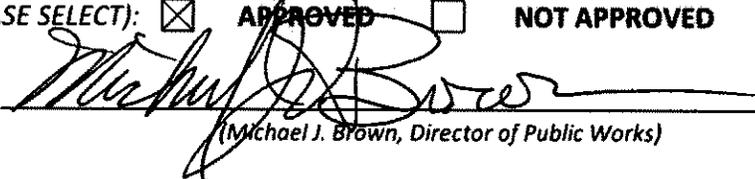
ACCOUNTING APPROVAL: Kirstie Troup Date: 6/2/21

WILL YOUR DEPARTMENT NEED A CONTRACT? YES  NO

(If yes, please indicate how many years for the contract)

OTHER IMPLICATIONS (i.e., collective bargaining): None

STAFF RECOMMENDATION: (PLEASE SELECT):  APPROVED  NOT APPROVED

DEPARTMENT HEAD SIGNATURE:   
(Michael J. Brown, Director of Public Works)

190191

(Bid #19000008)

SUBMISSION NO.: \_\_\_\_\_

PRESENTED: 5-22-19

ADOPTED: 5-28-2019

**RESOLUTION TO AIS CONSTRUCTION EQUIPMENT FOR THE PURCHASE OF A  
VOGELE PAVER AND A HAMM ROLLER**

BY THE CITY ADMINISTRATOR:

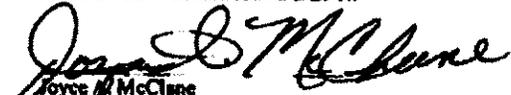
**RESOLUTION**

The Street Maintenance Division is requesting the issuance of a purchase order to purchase a Vogele Paver and a Hamm Roller; and

AIS Construction Equipment, 5655 Pontiac Trail, New Hudson, MI was the lowest vendor to submit a price and has submitted a cost to lease to purchase said equipment through the Houston-Galveston Area Council national contract #SM10-16. Funding for said services will come from the following accounts: 202-449.201-977.000 (\$62,633.28), 203-449.201-977.000 (\$62,633.28); and

IT IS RESOLVED, that the Department of Purchases and Supplies, upon City Council's approval, is hereby authorized to issue a purchase order to AIS Construction Equipment for the lease/purchase of a Vogele Paver and a Hamm Roller in an annual amount not to exceed \$125,266.56 and an aggregate amount of \$626,332.80. If the City decides to purchase said equipment at the end of the lease, the additional purchase cost will be \$11,201.00 for a total purchase of \$637,533.80. (Local Street Fund, Major Street Fund) \$125,266.56 FY19, \$125,266.56 FY20, \$125,266.56 FY21, \$125,266.56 FY22. If final purchase is made, an additional \$11,201.00 will be in FY22.

APPROVED PURCHASING DEPT.:

  
Joyce McClane  
Purchasing Manager

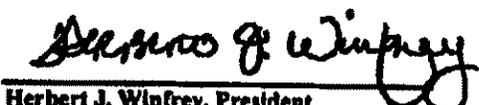
APPROVED AS TO FINANCE

  
Farmer A. Lewis  
Deputy Finance Director

APPROVED AS TO FORM

  
Angela Wheeler  
Chief Legal Officer

  
Steve Branch, City Administrator

  
Herbert J. Winfrey, President  
City Council



RESOLUTION NO.: 210255

PRESENTED: JUN - 6 2021

ADOPTED: \_\_\_\_\_

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO LASERCOM LLC FOR ADDITIONAL MAILING SERVICES**

WHEREAS, the Customer Service Center (CSC) uses Lasercom for mailing services, including printing, sorting, and mailing of water bills, water shutoff notices, and property taxes. The CSC recommends to extend the contract with Lasercom to cover postage for additional mailing of City property tax bills.

Account Number	Account Name	Amount
101-253.200-902.000	Supplies	\$24,500.000
	<b>FY2021 GRAND TOTAL</b>	<b>\$24,500.00</b>

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to enter into change order #1 to the contract with Lasercom LLC to provide additional postage for the mailing of City property tax bills for FY2021 for the amount of \$24,500.00 and a contract total amount of \$173,590.00 under the same terms and conditions.

APPROVED AS TO FORM:

Angela Wheeler  
Angela Wheeler (May 24, 2021 16:12 EDT)  
**Angela Wheeler, Chief Legal Officer**

APPROVED AS TO FINANCE:

Shelbi Frayer  
shelbi frayer (May 25, 2021 15:42 EDT)  
**Shelbi Frayer, Chief Financial Officer**

FOR THE CITY OF FLINT:

Clyde D. Edwards  
CLYDE D EDWARDS (May 28, 2021 11:41 EDT)  
**Clyde Edwards, City Administrator**

APPROVED BY CITY COUNCIL:

\_\_\_\_\_  
**Kate Fields, City Council President**

APPROVED AS TO PURCHASING:

Jennifer Ryan  
Jennifer Ryan (May 24, 2021 14:46 EDT)  
**Jenn Ryan, Deputy Finance Director**



**CITY OF FLINT**

**RESOLUTION STAFF REVIEW FORM**

**TODAY'S DATE:** 5/14/2021

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** LASERCOM

**PREPARED BY:** Patrice Ellison, Admin Clerk, Finance/Customer Service Center  
*(Please type name and Department)*

**VENDOR NAME:** LASERCOM

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The purpose of this resolution is to get approval for Lasercom, LLC to pay for postage for additional mailing of City of Flint property tax bills.

**FINANCIAL IMPLICATIONS:** \$24,500.00

**BUDGETED EXPENDITURE?** YES  NO  **IF NO, PLEASE EXPLAIN:**

Dept.	Name of Account	Account Number	Grant Code	Amount
FIN/ CSC	Customer Services- Treasury Operation - Postage	101-253.200.902.000		\$24,500.00

**PRE-ENCUMBERED?** YES  NO  **REQUISITION NO:** 210004550



**CITY OF FLINT**

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**ACCOUNTING APPROVAL:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**WILL YOUR DEPARTMENT NEED A CONTRACT?** YES  NO   
*(If yes, please indicate how many years for the contract* YEARS

**WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal)**

**BUDGET YEAR 1**

**BUDGET YEAR 2**

**BUDGET YEAR 3**

**OTHER IMPLICATIONS (i.e., collective bargaining):** None

**STAFF RECOMMENDATION: (PLEASE SELECT):**  **APPROVED**  **NOT APPROVED**

**DEPARTMENT HEAD SIGNATURE:** Amanda Trujillo  
*(AMANDA TRUJILLO, CITY OF FLINT TREASURER)*

190416

(Proposal #20000516)

RESOLUTION NO. \_\_\_\_\_

PRESENTED: 10-9-19

ADOPTED: 10-14-2019

BY THE CITY ADMINISTRATOR:

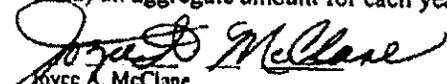
**RESOLUTION TO LASERCOM, LLC FOR PRINTING, SORTING, MAILING OF WATER BILLS/SHUT OFF NOTICES AND PROPERTY TAX BILLS**

**RESOLUTION**

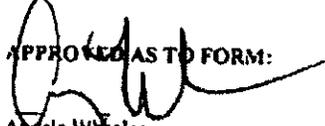
The Department of Purchases & Supplies has solicited proposals for Printing, Sorting, Mailing of Water Bills/Shut Off Notices and Property Tax Bills; and

Lasercom LLC, 2230 Elliot, Troy, Michigan was the responsive bidder from six solicitations for said requirements. This is to provide labor and equipment for sorting mailing of water bills shut off notices, property tax bills and postage as needed for three (3) fiscal years (2020 thru 2022) Funding for said services will come from the following accounts: 101-253.202-900.000 (\$15,765.00); 101-253.203-900.000 (\$15,765.00); 101-253.202-729.000 (\$50,000.00); 101-253.203-729.000 (\$50,000.00); 101-253.200-900.000 (\$10,000.00); 101-253.200-729.000 (\$7,560.00);and

IT IS RESOLVED, that the Proper City Officials, upon City Councils approval, are hereby authorized to issue a purchase order and enter into a contract with Lasercom LLC for printing, sorting, mailing of water bills shut off notices, property tax and postage as needed for a three (3) year (2020 thru 2022) an aggregate amount for each year of \$149,090.00.

  
Joyce A. McClane  
Purchasing Manager

  
Tamar A. Lewis  
Deputy Finance Director

APPROVED AS TO FORM:  
  
Angela Wheeler  
Chief Legal Officer

  
Steve Branch, City Administrator

  
Herbert J. Winfrey, Council President



# CITY OF FLINT

## RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** 6/5/2020

**BID/PROPOSAL#** 20-516

**AGENDA ITEM TITLE:** LASERCOM

**PREPARED BY** PATRICE ELLISON, ADMIN CLERK, FINANCE/CUSTOMER SERVICE CENTER  
*(Please type name and Department)*

**VENDOR NAME:** LASERCOM

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

THE PURPOSE OF THIS RESOLUTION IS TO GET APPROVAL FOR LASERCOM, LLC TO PROVIDE LABOR AND EQUIPMENT FOR MONTHLY PRINTING, SORTING AND MAILING OF WATER BILLS/SHUTOFF NOTICES AND PROPERTY TAX BILLS FOR 3 FISCAL YEARS, 2020-2022, POSTAGE AS NEEDED.

**FINANCIAL IMPLICATIONS:** 117,270.00

**BUDGETED EXPENDITURE?** YES  NO  IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
FIN/ CSC	Water Collection Printing & Publishing	101-253.202-900.000		15,765.00
	Sewer Collection Printing & Publishing	101-253.203-900.000		15,765.00
	Water Collection - Postage	101-253.202-729.000		50,000.00
	Sewer Collection - Postage	101-253.203-729.000		50,000.00
	Treasury Operation – Printing & Publication	101-253.200-900.000		7,560.00
	Treasury Operation - Postage	101-253.200.729.000		10,000.00
	<b>FY 2020</b>			<b>\$149,090.00</b>
FIN/ CSC	Water Collection Printing & Publishing	101-253.202-900.000		15,765.00
	Sewer Collection Printing & Publishing	101-253.203-900.000		15,765.00
	Water Collection - Postage	101-253.202-729.000		Postage as needed
	Sewer Collection - Postage	101-253.203-729.000		Postage as needed



CITY OF FLINT

	Treasury Operation – Printing & Publication	101-253.200-900.000		7,560.00
	Treasury Operation - Postage	101-253.200.729.000		Postage as needed
	<b>FY 2021</b>			<b>\$39,090.00</b>
FIN/ CSC	Water Collection Printing & Publishing	101-253.202-900.000		15,765.00
	Sewer Collection Printing & Publishing	101-253.203-900.000		15,765.00
	Water Collection - Postage	101-253.202-729.000		Postage as needed
	Sewer Collection - Postage	101-253.203-729.000		Postage as needed
	Treasury Operation – Printing & Publication	101-253.200-900.000		7,560.00
	Treasury Operation - Postage	101-253.200.729.000		Postage as needed
	<b>FY 2022</b>			<b>\$39,090.00</b>
		<b>FY20/22 GRAND TOTAL</b>		

PRE-ENCUMBERED? YES  NO  REQUISITION NO: 20-0003314

ACCOUNTING APPROVAL: \_\_\_\_\_ Date: \_\_\_\_\_

WILL YOUR DEPARTMENT NEED A CONTRACT? YES  NO   
(If yes, please indicate how many years for the contract) 3 YEARS

WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal)

BUDGET YEAR 1 \$149,090.00

BUDGET YEAR 2 \$39,090.00, postage as needed

BUDGET YEAR 3 \$39,090.00, postage as needed

OTHER IMPLICATIONS (i.e., collective bargaining): None

STAFF RECOMMENDATION: (PLEASE SELECT):  APPROVED  NOT APPROVED



# CITY OF FLINT

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DEPARTMENT HEAD SIGNATURE:

*Amanda Trujillo*

(AMANDA TRUJILLO, CITY OF FLINT TREASURER)

### BID ANALYSIS FORM

Interested vendors are to complete this document and submit as part of their bid packet.

#### Section A – Tax Bills

Item #	Description	Year 1 Award date – 6/30/20 (A)	Year 2 07/01/20-06/30/21 (B)	Year 3 07/01/21-06/30/22 (C)	Total – 3 Year (A + B + C)
1	Summer Property Tax Bill – Furnish as requested for the period through 6/30/16 the printing, sorting, and mailing of tax bill to include 4-part coupon, 1 for payment in full, and 1 for each installment with due dates of 7/31, 10/31, and 2/28, as outlined in specification of this bid. One mailing only that is received by citizens by 7/1 of each year. Vendor is to price for approximately 40,000 bills.	5400.00	5400.00	5400.00	16,200.00
2	Winter Property Tax Bill – Furnish as requested for the period through 6/30/20 the printing, sorting, and mailing of 2-part tax bill that is to be received by citizens by 12/1 with a bill reflecting a due date of 2/14. One mailing of approximately 40,000 bills.	4400.00	4400.00	4400.00	13,200.00
3	Grand Total – Item 1 + Item 2				29,400.00

#### Section B – Water Bills and Shutoff Notices

Item #	Description	Year 1 Award date – 6/30/20 (A)	Year 2 07/01/20-06/30/21 (B)	Year 3 07/01/21-06/30/22 (C)	Total – 3 Year (A + B + C)
1	Water Bills – Furnish as requested for the period through 6/30/16 printing, sorting, and mailing of water bill as outlined in specification of this bid. Approximately 40,000 bills sent out each month over 9 cycles. Vendor is to provide pricing to perform work on a monthly basis.	2600.00 /mth. 31200	2600.00 /mth. 31200	2600.00 /mth. 31200	7800.00 /mth. 93600

2	Shutoff Notices – Furnish as requested for the period through 8/30/20 printing, sorting, and mailing of shutoff notices on a weekly basis. Vendor is to provide pricing to perform work on a monthly basis based on sending out 500-2000 notices a week.	630.00 /mth. 7500	630.00 /mth. 75500	630.00 /mth. 7500	1890.00 /mth 22080 110280
3	Grand Total – Item 1 + Item 2				9690.00

## BID ANALYSIS FORM

### Section 2.0

Description	*(A) Cost to Print Valuation Change Notices (Approx. 47,000)	*(B) Cost to Print Personal Property Statements & Form 5076 Approx. 2,200	Total (A + B)
Year 1	3995.00	374.00	4369.00
Year 2	3995.00	374.00	4369.00
Year 3	3995.00	374.00	4369.00
		Total (1+2+3)	13,107.00

Quantities are not guaranteed. Vendors may propose and submit alternate or recommended variations of requirements that might afford cost savings to the City of Flint. If vendor elects to submit an alternative, it is suggested that vendor complete the bid analysis form and submit alternative on a separate form. Vendor must detail information concerning the alternate and send samples.

Quantities are not guaranteed. Vendors may propose and submit alternate or recommended variations of requirements that might afford cost savings to the City of Flint. If vendor elects to submit an alternative, it is suggested that vendor complete the bid analysis form and submit alternative on a separate form. Vendor must detail information concerning the alternate and send samples.

**THIS PAGE MUST BE COMPLETED AND INCLUDED WITH SUBMITTAL:**

The undersigned hereby certifies, on behalf of the respondent named in this Certification (the "Respondent"), that the information provided in this offer submitted to the City of Flint is accurate and complete, and that I am duly authorized to submit same. I hereby certify that the Respondent has reviewed all documents and requirements included in this offer and accept its terms and conditions.

Cash Discounts will be computed from the date of receipt of invoice. Prices firm unless stated otherwise by bidder. Delivery can be made in <sup>AS</sup> ~~15~~ <sup>NEEDED</sup> days ARO (after receipt of order).

Payment Terms: 1/30 Delivery Dest.: TBD Fed. ID #: \_\_\_\_\_  
(All Freight Terms are considered F.O.B., Prepaid unless otherwise noted by seller)

COMPANY NAME Lasercom LLC  
(Respondent): \_\_\_\_\_  
(Printed) David Grudzinski  
ADDRESS : 2230 Elliot  
CITY/STATE/ZIP : Troy MI 48063  
PHONE : 248-585-2800 FAX: \_\_\_\_\_  
EMAIL : dave@lasercomdata.com  
PRINT NAME : David Grudzinski  
(Authorized Representative) \_\_\_\_\_  
SIGNED : David Grudzinski DATE: 5.23.19  
(Authorized Representative) \_\_\_\_\_

Please submit original documents plus one copy.

New vendors are required to complete and submit an IRS W-9 Form and Vendor ACH Form with the City of Flint. Link is available at <https://www.cityofflint.com/finance/accounts-payable-department/>

Bid results may be viewed next business day online at <https://www.cityofflint.com/finance/purchasing/results/> under "bid results".



PROPOSAL# 21000608

RESOLUTION NO.: 210256

PRESENTED: JUN 6 2021

ADOPTED: \_\_\_\_\_

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO RNA FACILITIES MANAGEMENT FOR JANITORIAL SERVICES**

WHEREAS, the Facilities division solicited for janitorial services for City buildings. The Facilities division recommends the lowest qualified bidder RNA Facilities Management in the amount of \$176,000 for FY2022, \$180,000 for FY2023, and \$186,000 for FY2024, totaling \$542,000. The differences between RNA Facilities Management’s annual proposed costs and the amounts requested represent the floor stripping and waxing services and emergency janitorial services.

Account Number	Account Name	Amount
101-753.200-801.000	Professional Services	\$138,560.00
202-449.201-801.000	Professional Services	18,720.00
590-540.100-801.000	Professional Services	9,360.00
591-540.100-801.000	Professional Services	9,360.00
	<b>FY2022 GRAND TOTAL</b>	<b>\$176,000.00</b>

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to enter into a contract with RNA Facilities Management to provide janitorial services for FY2022, pending budget adoption, for the amount of \$176,000.00.

APPROVED AS TO FORM:

Angela Wheeler  
Angela Wheeler (May 27, 2021 17:55 EDT)  
Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

shelbi frayer  
shelbifrayer (May 28, 2021 12:28 EDT)  
Shelbi Frayer, Chief Financial Officer

FOR THE CITY OF FLINT:

Clyde Edwards  
Clyde D Edwards (May 28, 2021 14:23 EDT)  
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

\_\_\_\_\_  
Kate Fields, City Council President

APPROVED AS TO PURCHASING:

Jennifer Ryan  
Jennifer Ryan (May 27, 2021 15:49 EDT)  
Jenn Ryan, Deputy Finance Director



CITY OF FLINT

STAFF REVIEW FORM

TODAY'S DATE: May 27, 2021

BID/PROPOSAL# 21-608

AGENDA ITEM TITLE: Janitorial services

PREPARED BY: Kathryn Neumann for Jennifer Ryan, Deputy Finance Director

VENDOR NAME: RNA Facilities Management

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Janitorial services were contracted out around 2012. The current contract expires June 30, 2021 and sealed proposals were solicited. Fourteen bids were received and a janitorial services committee reviewed the bids. Some vendors did not meet the bid specifications; others did not attend the mandatory pre-bid meeting. The committee interviewed the three lowest bidders that met the criteria and picked the lowest responsive bidder, RNA Facilities Management. RNA is a national company and they were the low bidder for the first year, and then the yearly cost went up by 3% for the following two years. They also included chemicals in their bid response (no other vendor did so), which will reduce the amount the Maintenance Division spends on janitorial supplies. Last year, the Maintenance Division spent approximately \$4,386 buying chemicals, which makes up the difference in price for the second year between RNA and the next lowest bidder (CITI Building Services).

FINANCIAL IMPLICATIONS: There is money in the accounts listed below

BUDGETED EXPENDITURE? YES [X] NO [ ] IF NO, PLEASE EXPLAIN:

Table with 5 columns: Dept., Name of Account, Account Number, Grant Code, Amount. Rows include General Fund, Major Street Fund, Sewer Fund, Water Fund, and a total row for FY21 GRAND TOTAL.

PRE-ENCUMBERED? YES [X] NO [ ] REQUISITION NO: 210004389, 210004176

ACCOUNTING APPROVAL: \_\_\_\_\_ Date: \_\_\_\_\_

WILL YOUR DEPARTMENT NEED A CONTRACT? YES [X] NO [ ]

(If yes, please indicate how many years for the contract) 3 YEARS



## CITY OF FLINT

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OTHER IMPLICATIONS (*i.e., collective bargaining*): None

STAFF RECOMMENDATION: (PLEASE SELECT):  **APPROVED**  **NOT APPROVED**

DEPARTMENT HEAD SIGNATURE: lee osborne  
lee osborne (May 27, 2021 16:40 EDT)

(Lee Osborne, Facilities Maintenance Supervisor)



# CITY OF FLINT

## Department of Public Works & Utilities

**Sheldon A. Neeley**  
Mayor

**Michael J. Brown**  
Director

May 26, 2021

**TO:** Jennifer Ryan  
Deputy Finance Director

**FROM:** Lee Osborne  
Facilities Maintenance Supervisor

**SUBJECT:** RECOMMENDATION FOR JANITORIAL SERVICES, PROPOSAL 21-608

A committee was formed for the janitorial services bids and we met three times to review the bids. The committee narrowed the fourteen bids received down to the three low bidders that met the criteria and then met in person with each of the companies. RNA Facilities Management was the lowest responsive bidder and I am recommending a three year contract in the amount not to exceed \$176,000 for year 1, \$180,000 for year 2 and \$186,000 for year three, for a three year aggregate of \$542,000.00. The extra money added each year will be for floor stripping and waxing (which is not included) and any emergencies that arise in which janitors will be needed (such as a flood in the Police Dept.).

If you have any questions or concerns, feel free to give me a call at 810 691-6786.

SEALED PROPOSALS RECEIVED IN THE PURCHASING DEPARTMENT

ON MAY 5, 2021

PROPOSAL #21000608

<b>RNA FACILITIES MGMT*</b>	<b>CITI BUILDING SERVICES</b>	<b>EG WORKFORCE SOLUTIONS</b>	<b>MASTER MAINTENANCE</b>	<b>A &amp; J JANITORIAL SERVICES</b>
717 W. Ellsworth Rd. Ann Arbor, MI	1307 E. Allen Dr. Troy, MI	4625 Beckley Rd. Battle Creek, MI	2701 I-94 Service Dr. Ypsilanti, MI	1401 Sunnyside Ave. Flint, MI
\$ 172,368.00 Year 1	\$ 174,720.00 Year 1	\$ 185,932.00 Year 1	\$ 253,812.00 Year 1	\$ 287,160.00 Year 1
\$ 177,539.04 Year 2	\$ 174,720.00 Year 2	\$ 185,932.00 Year 2	\$ 253,812.00 Year 2	\$ 287,160.00 Year 2
\$ 182,865.21 Year 3	\$ 174,720.00 Year 3	\$ 185,932.00 Year 3	\$ 253,812.00 Year 3	\$ 287,160.00 Year 3
Local Preference \$ 184,433.76				

<b>CSM SERVICES</b>	<b>LOCKETT ENTERPRISES</b>	<b>PROFESSIONAL BLDG. SERVICES</b>	<b>LGC GLOBAL</b>	<b>MI MERCHANTS</b>
3536 Highland Dr. Hudsonville, MI	607 E. 2 <sup>ND</sup> Ave. Flint, MI	119 S. Main St. Frankenmuth, MI	7310 Woodward Ave. Detroit, MI	PO BOX 91 Mt. Morris, MI
\$ 291,777.72 Year 1	\$ 295,848.00 Year 1	\$ 154,992.00 Year 1	\$ 158,991.12 Year 1	\$ 201,816.00
\$ 291,777.72 Year 2	\$ 295,848.00 Year 2	Did not meet bid specs	Did not meet bid specs	Did not meet bid specs
\$ 291,777.72 Year 3	\$ 295,848.00 Year 3			

<b>GREAT LAKES FACILITY MGMT.</b>	<b>JUS' US COMMERCIAL CLEANING</b>	<b>CLEAN NET OF GREATER MI</b>	<b>MI BUILDING CLEANING</b>
1428 W. Court St. Flint, MI	500 Fiske Dr. Detroit, MI	30665 Northwestern Hwy Farmington Hills, MI	No address on paperwork
\$ 171,924.00 Year 1	Did not attend the mandatory pre-bid meeting	Did not attend the mandatory pre-bid meeting	Did not attend the mandatory pre-bid meeting
Did not meet bid specs			

\* Price included all chemicals, which none of the other companies included that cost. Last year Maintenance spent \$4,386 buying chemicals and that was during a pandemic with many departments working from home. This will save the City of Flint money on the yearly janitorial supplies purchase order.



**City of Flint**  
**Department of Finance**  
**Division of Purchases & Supplies**

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Sheldon A. Neeley

May 10, 2021

**TO:** Lee Osborne  
**FROM:** Joyce A. McClane  
Purchasing Manager  
**SUBJECT:** SEALED BIDS

Attached are fourteen (14) bids that were received for **PROPOSAL #21000608 – JANITORIAL SERVICES – 3 YEARS WITH OPTION TO EXTEND 2 YEARS**. Enclosed are copies for your file. **Bid Due Date: 5/5/21. Enclosed is a spreadsheet.**

Your staff review and recommendation form is needed as soon as possible. **Please use the new fillable form.** This form is to be used for your staff review.

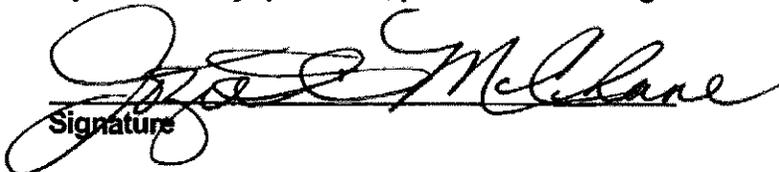
A staff review must be completed for **ALL Bids/Proposals**. Please let me know if you need a copy of the fillable form.

**Please note:** If your project is being funded by any grants issued by the federal government, you must go to:  
<https://www.dol.gov/ofccp/regs/compliance/preaward/debarlst.htm> to ensure that the selected vendor has not been debarred.

**PLEASE NOTE:**

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.

**If you have any questions, please feel free to give me a call or send an email.**

  
Signature

cc: Shelbi Frayer





**SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES**  
**For Janitorial Services – 3 Years with Option to Extend 2 Years**  
**PROPOSAL# 21000608**  
 Approximate Annual Quantities – Not Guaranteed  
 Furnish as requested for the period 7/1/21 – 6/30/24

**Bidder# 1: A & J Janitorial Services**  
**1401 Sunnyside Ave., Flint, MI 48503**

Name of Facility	Address of Facility	Specification Reference No. (as listed above)	Daily (M-F)		Monthly	
			#F/T (employees – man hrs.)	# P/T (employees) – man hrs.	# F/T – man hrs.	#P/T – man hrs.
City Hall Campus (Main Campus, North & South Building and Fire Adm.)	1101 S. Saginaw St., Flint, MI (floor plans attached)	A1	# F/T 2 Man hrs. 16	# P/T _____ Man hrs. _____	# F/T 2 Man hrs. 320	# P/T _____ Man hrs. _____
12 <sup>th</sup> St. Garage Facility – 6 hrs./day	702 W. 12 <sup>th</sup> St. Flint, MI	A2	# P/T 1 Man hrs. 6		# P/T 1 Man hrs. 120	
Water Service Center – 4 hrs./day	3301 E. Court St. Flint, MI		# P/T 1 Man hrs. 4		# P/T 1 Man hrs. 8	
Cleaning of the City Hall Dome	1101 S. Saginaw St. Flint, MI		# P/T 2 Man hrs. 16		# P/T 2 Man hrs. 80	
Cleaning of the Police Dept. equipment room (once a week)			# P/T 2 Man hrs. 16		# P/T 2 Man hrs. 240	

**Total Monthly Cost (Based upon 30-days, all daily, weekly and monthly) \$ 8,760**

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**  
*Bid results posted are before evaluation team review and award recommendation.*





**Bidder# 2: Professional Building Services, LLC**  
**119 S. Main St., Frankenmuth, MI 48734**

Name of Facility	Address of Facility	Specification Reference No. (as listed above)	Daily (M-F)		Monthly	
			# F/T (employees – man hrs.)	# P/T (employees) – man hrs.	# F/T – man hrs.	# P/T – man hrs.
City Hall Campus (Main Campus, North & South Building and Fire Adm.)	1101 S. Saginaw St., Flint, MI (floor plans attached)	A1	# F/T 8 Man hrs. 1	# P/T 18 Man hrs. 3	# F/T 1	Man hrs. 173 # P/T 3 Man hrs. 390
12 <sup>th</sup> St. Garage Facility – 6 hrs./day	702 W. 12 <sup>th</sup> St. Flint, MI	A2	# P/T 1.5 Man hrs. 1		# P/T 1	Man hrs. 30
Water Service Center – 4 hrs./day	3301 E. Court St. Flint, MI		# P/T 1.5 Man hrs. 1		# P/T 1	Man hrs. 30
Cleaning of the City Hall Dome	1101 S. Saginaw St. Flint, MI		# P/T 2 Man hrs. 1		# P/T 1	Man hrs. As Needed
Cleaning of the Police Dept. equipment room (once a week)			# P/T 1 Man hrs. 1		# P/T 1	Man hrs. 16

**Total Monthly Cost (Based upon 30-days, all daily, weekly and monthly) \$ 12,916 per month**

The following additional pricing breakdown is requested to insure clarity and fair comparison in all submitted proposals.

1. Per hour price for additional labor on a non-emergency basis. \$ 23 /man hr.
2. Per hour price for additional labor on an emergency basis. \$ 30 /man hr.
3. Per hour price for working on a holiday (Police Dept. only) \$ 40 /man hr.
4. Please indicate if job will be staffed with full-time or part-time people, number of each employee designation and total man hours to be performed by those staffing levels (daily and weekly) by facility. **See Attached Sheet**
5. Please indicate total number of hours to be used to clean each facility. **See Attached Sheet**
6. Please indicate wages to be paid to janitorial staff. **\$12 - \$15 per hour**

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

*Bid results posted are before evaluation team review and award recommendation.*



**Bidder# 3: LGC Global Energy FM, LLC**  
**7310 Woodward Ave., Suite 500, Detroit, MI 48202**

Name of Facility	Address of Facility	Specification Reference No. (as listed above)	Daily (M-F)		Monthly	
			# F/T (employees – man hrs.)	# P/T (employees) – man hrs.	# F/T – man hrs.	# P/T – man hrs.
City Hall Campus (Main Campus, North & South Building and Fire Adm.)	1101 S. Saginaw St., Flint, MI  (floor plans attached)	A1	# F/T 8 Man hrs.	# P/T 1 Man hrs.	# F/T 172 Man hrs.	# P/T 22 Man hrs.
12 <sup>th</sup> St. Garage Facility – 6 hrs./day	702 W. 12 <sup>th</sup> St. Flint, MI	A2	# P/T 4 Man hrs.		# P/T 87 Man hrs.	
Water Service Center – 4 hrs./day	3301 E. Court St. Flint, MI		# P/T 4 Man hrs.		# P/T 87 Man hrs.	
Cleaning of the City Hall Dome	1101 S. Saginaw St. Flint, MI		# P/T 1 Man hrs.		# P/T 22 Man hrs.	
Cleaning of the Police Dept. equipment room (once a week)			# P/T 6 Man hrs.		# P/T 130 Man hrs.	

**Total Monthly Cost (Based upon 30-days, all daily, weekly and monthly) \$ 13,249.26**

The following additional pricing breakdown is requested to insure clarity and fair comparison in all submitted proposals.

1. Per hour price for additional labor on a non-emergency basis. \$ 16.85 /man hr.
2. Per hour price for additional labor on an emergency basis. \$ 25.28 /man hr.
3. Per hour price for working on a holiday (Police Dept. only) \$ 25.28 /man hr.
4. Please indicate if job will be staffed with full-time or part-time people, number of each employee designation and total man hours to be performed by those staffing levels (daily and weekly) by facility. **Please refer to staffing plan.**
5. Please indicate total number of hours to be used to clean each facility. **Please refer to staffing plan.**
6. Please indicate wages to be paid to janitorial staff. **Janitor – Starting wage \$11.00/HR plus benefits (benefits are offered to both Full-time and part-time employees. Supervisor – Starting wage \$15.00/HR plus benefits.**

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

*Bid results posted are before evaluation team review and award recommendation.*



**Bidder# 4: Great Lakes Facility Management**  
**1428 W. Court Street, Flint, MI 48503**

Name of Facility	Address of Facility	Specification Reference No. (as listed above)	Daily (M-F)		Monthly	
			# F/T (employees – man hrs.)	# P/T (employees) – man hrs.	# F/T – man hrs.	# P/T – man hrs.
City Hall Campus (Main Campus, North & South Building and Fire Adm.)	1101 S. Saginaw St., Flint, MI  (floor plans attached)	A1	# F/T 16 Man hrs.	# P/T 3 Man hrs.	# F/T 2 Full-time EE's Man hrs. 320	# P/T 1 P/T EE Man hrs. 60
12 <sup>th</sup> St. Garage Facility – 6 hrs./day	702 W. 12 <sup>th</sup> St. Flint, MI	A2	# P/T 5 Man hrs. 4 hours cleaning, 1 hour supervising		# P/T 2 P/T EE's Man hrs. 100	
Water Service Center – 4 hrs./day	3301 E. Court St. Flint, MI		# P/T 5 Man hrs. 4 hours cleaning, 1 hour supervising		# P/T 2 P/T EE's Man hrs. 100	
Cleaning of the City Hall Dome	1101 S. Saginaw St. Flint, MI		# P/T As Needed Man hrs.		# P/T 1 Man hrs. As Needed	
Cleaning of the Police Dept. equipment room (once a week)			# P/T 8 Man hrs.		# P/T 2 Man hrs. 160	

**Total Monthly Cost (Based upon 30-days, all daily, weekly and monthly) \$ 14,327.00**

The following additional pricing breakdown is requested to insure clarity and fair comparison in all submitted proposals.

1. Per hour price for additional labor on a non-emergency basis. \$ 16.00 /man hr.
2. Per hour price for additional labor on an emergency basis. \$ 20.00 /man hr.
3. Per hour price for working on a holiday (Police Dept. only) \$ 20.00 /man hr.
4. Please indicate if job will be staffed with full-time or part-time people, number of each employee designation and total man hours to be performed by those staffing levels (daily and weekly) by facility.
5. Please indicate total number of hours to be used to clean each facility.
6. Please indicate wages to be paid to janitorial staff.

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

*Bid results posted are before evaluation team review and award recommendation.*



Great Lakes FM would staff this project with 1-Full-time Working Supervisor and 4-Full-Time Custodians.

\*The Working Supervisor's starting pay would be \$14.00 per hour

\*The Custodians starting pay would be \$12.00 per hour

1. City Hall Campus – 19 Daily Manhours (2 F/T Custodians (16 hours) & 1 Working Supervisor (3 hours).
2. Police Dept. – 9 Daily Manhours (1 Custodian (6 hours) & 1 Working Supervisor (3 hours).
3. Water Service Ctr. – 4 Daily Manhours (1 dcustodian (4 hours) & 1 Working Supervisor (1 hour).
4. Garage – 4 Daily Manhours (1 Custodian (4 hours) & 1 Working Supervisor (1).

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

*Bid results posted are before evaluation team review and award recommendation.*



**Bidder# 5: RNA Facilities Management**  
**717 W. Ellsworth Rd., Ann Arbor, MI 48108**

Name of Facility	Address of Facility	Specification Reference No. (as listed above)	Daily (M-F)		Monthly	
			# F/T (employees – man hrs.)	# P/T (employees) – man hrs.	# F/T – man hrs.	# P/T – man hrs.
City Hall Campus (Main Campus, North & South Building and Fire Adm.)	1101 S. Saginaw St., Flint, MI (floor plans attached)	A1	# F/T 3 Man hrs. 24	# P/T 2 Man hrs. 10	# F/T 3 Man hrs. 528	# P/T 2 Man hrs. 90
12 <sup>th</sup> St. Garage Facility – 6 hrs./day	702 W. 12 <sup>th</sup> St. Flint, MI	A2	# P/T 1 Man hrs. 4		# P/T 1 Man hrs. 88	
Water Service Center – 4 hrs./day	3301 E. Court St. Flint, MI		# P/T 1 Man hrs. 4		# P/T 1 Man hrs. 88	
Cleaning of the City Hall Dome	1101 S. Saginaw St. Flint, MI		# P/T 1 Man hrs. 4		# P/T 1 Man hrs. T.B.D.	
Cleaning of the Police Dept. equipment room (once a week)			# P/T 1 Man hrs. 1		# P/T 1 Man hrs. 4	

**Total Monthly Cost (Based upon 30-days, all daily, weekly and monthly) \$ 14,364.00**

The following additional pricing breakdown is requested to insure clarity and fair comparison in all submitted proposals.

1. Per hour price for additional labor on a non-emergency basis. \$ 18.00 /man hr.
2. Per hour price for additional labor on an emergency basis. \$ 25.00 /man hr.
3. Per hour price for working on a holiday (Police Dept. only) \$ 27.00 /man hr.
4. Please indicate if job will be staffed with full-time or part-time people, number of each employee designation and total man hours to be performed by those staffing levels (daily and weekly) by facility. **Both (see analysis on previous page)**
5. Please indicate total number of hours to be used to clean each facility. **Total: 798 hours/month**
6. Please indicate wages to be paid to janitorial staff. **\$18.00/hr.**

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

*Bid results posted are before evaluation team review and award recommendation.*



**Bidder# 6: Jus' Us Commercial Cleaning, LLC**  
**500 Fiske Dr., Detroit, MI 48214**

Name of Facility	Address of Facility	Specification Reference No. (as listed above)	Daily (M-F)		Monthly	
			# F/T (employees – man hrs.)	# P/T (employees) – man hrs.	# F/T – man hrs.	#P/T – man hrs.
City Hall Campus (Main Campus, North & South Building and Fire Adm.)	1101 S. Saginaw St., Flint, MI (floor plans attached)	A1	# F/T 60 Man hrs.	# P/T 40 Man hrs.	# F/T 240 Man hrs.	# P/T 160 Man hrs.
12 <sup>th</sup> St. Garage Facility – 6 hrs./day	702 W. 12 <sup>th</sup> St. Flint, MI	A2		# P/T 60 Man hrs.		# P/T 2 Man hrs. 240
Water Service Center – 4 hrs./day	3301 E. Court St. Flint, MI			# P/T 40 Man hrs.		# P/T 2 Man hrs. 160
Cleaning of the City Hall Dome	1101 S. Saginaw St. Flint, MI			# P/T 40 Man hrs.		# P/T 2 Man hrs. 160
Cleaning of the Police Dept. equipment room (once a week)				# P/T 60 Man hrs.		# P/T 2 Man hrs. 240

**Total Monthly Cost (Based upon 30-days, all daily, weekly and monthly) \$ 14,458.00**

The following additional pricing breakdown is requested to insure clarity and fair comparison in all submitted proposals.

Per hour price for additional labor on a non-emergency basis.	\$ 17.00 /man hr.
Per hour price for additional labor on an emergency basis.	\$ 18.50 /man hr.
Per hour price for working on a holiday (Police Dept. only)	\$ 25.50 /man hr.

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

*Bid results posted are before evaluation team review and award recommendation.*



**Bidder# 7: CITI Building Services, Inc.**  
**1307-E Allen Dr., Troy, MI 48083**

Name of Facility	Address of Facility	Specification Reference No. (as listed above)	Daily (M-F)		Monthly	
			# F/T (employees – man hrs.)	# P/T (employees) – man hrs.	# F/T – man hrs.	# P/T – man hrs.
City Hall Campus (Main Campus, North & South Building and Fire Adm.)	1101 S. Saginaw St., Flint, MI  (floor plans attached)	A1	# F/T 3 Man hrs. 24 # P/T 2 Man hrs. 8		# F/T 3 Man hrs. 520 # P/T 2 Man hrs. 174	
12 <sup>th</sup> St. Garage Facility – 6 hrs./day	702 W. 12 <sup>th</sup> St. Flint, MI	A2	# P/T 1 Man hrs. 4		# P/T 1 Man hrs. 87	
Water Service Center – 4 hrs./day	3301 E. Court St. Flint, MI		# P/T 1 Man hrs. 4		# P/T 1 Man hrs. 87	
Cleaning of the City Hall Dome	1101 S. Saginaw St. Flint, MI		# P/T 1 Man hrs. 1.5		# P/T 1 Man hrs. 32	
Cleaning of the Police Dept. equipment room (once a week)			# P/T 1 Man hrs. .5		# P/T 1 Man hrs. 2	

**Total Monthly Cost (Based upon 30-days, all daily, weekly and monthly) \$ 14,560.00**

The following additional pricing breakdown is requested to insure clarity and fair comparison in all submitted proposals.

1. Per hour price for additional labor on a non-emergency basis. \$ 16/24 OT /man hr.
2. Per hour price for additional labor on an emergency basis. \$ 32 /man hr.
3. Per hour price for working on a holiday (Police Dept. only) \$ 32 /man hr.
4. Please indicate if job will be staffed with full-time or part-time people, number of each employee designation and total man hours to be performed by those staffing levels (daily and weekly) by facility. See page 37
5. Please indicate total number of hours to be used to clean each facility. See page 37 Pricing Page
6. Please indicate wages to be paid to janitorial staff. Starting wage is \$12 per hour

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

*Bid results posted are before evaluation team review and award recommendation.*



**Bidder# 8: Michigan Building Cleaning and Maintenance**

Name of Facility	Address of Facility	Specification Reference No. (as listed above)	Daily (M-F)		Monthly	
			#F/T (employees – man hrs.)	# P/T (employees) – man hrs.	# F/T – man hrs.	#P/T – man hrs.
City Hall Campus (Main Campus, North & South Building and Fire Adm.)	1101 S. Saginaw St., Flint, MI  (floor plans attached)	A1	# F/T 12 Man hrs.	# P/T 10 Man hrs.	# F/T 240 Man hrs.	# P/T 200 Man hrs.
12 <sup>th</sup> St. Garage Facility – 6 hrs./day	702 W. 12 <sup>th</sup> St. Flint, MI	A2	# P/T 6 Man hrs.		# P/T 120 Man hrs.	
Water Service Center – 4 hrs./day	3301 E. Court St. Flint, MI		# P/T 4 Man hrs.		# P/T 80 Man hrs.	
Cleaning of the City Hall Dome	1101 S. Saginaw St. Flint, MI		# P/T 2 Man hrs.		# P/T 40 Man hrs.	
Cleaning of the Police Dept. equipment room (once a week)			# P/T 1 Man hrs.		# P/T 4 Man hrs.	

**Total Monthly Cost (Based upon 30-days, all daily, weekly and monthly) \$ 16,675.00**

The following additional pricing breakdown is requested to insure clarity and fair comparison in all submitted proposals.

1. Per hour price for additional labor on a non-emergency basis. \$ 25 /man hr.
2. Per hour price for additional labor on an emergency basis. \$ 45 /man hr.
3. Per hour price for working on a holiday (Police Dept. only) \$ 25 /man hr.
4. Please indicate if job will be staffed with full-time or part-time people, number of each employee designation and total man hours to be performed by those staffing levels (daily and weekly) by facility.
5. Please indicate total number of hours to be used to clean each facility.
6. Please indicate wages to be paid to janitorial staff.

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

*Bid results posted are before evaluation team review and award recommendation.*





**Bidder# 10: Master Maintenance Corporation**  
**2701 Interstate 94 Service Drive, Ypsilanti, MI 48198**

Name of Facility	Address of Facility	Specification Reference No. (as listed above)	Daily (M-F)		Monthly
			# F/T (employees – man hrs.)	# P/T (employees) – man hrs.	# F/T – man hrs.
City Hall Campus (Main Campus, North & South Building and Fire Adm.)	1101 S. Saginaw St., Flint, MI  (floor plans attached)	A1	# F/T *40 Man hrs.	# P/T Man hrs.	# F/T Man hrs. 860 # P/T Man hrs.
12 <sup>th</sup> St. Garage Facility – 6 hrs./day	702 W. 12 <sup>th</sup> St. Flint, MI	A2	# P/T *4 Man hrs.	*Daily Hours	# P/T Man hrs. 86
Water Service Center – 4 hrs./day	3301 E. Court St. Flint, MI		# P/T *4 Man hrs.	*Daily Hours	# P/T Man hrs. 86
Cleaning of the City Hall Dome	1101 S. Saginaw St. Flint, MI		# P/T 2 Man hrs.		# P/T Man hrs. 43
Cleaning of the Police Dept. equipment room (once a week)			# P/T 3 Man hrs.		# P/T Man hrs. 13

**Total Monthly Cost (Based upon 30-days, all daily, weekly and monthly) \$ 21,151.00**

The following additional pricing breakdown is requested to insure clarity and fair comparison in all submitted proposals.

1. Per hour price for additional labor on a non-emergency basis. \$ 25.00 /man hr.
2. Per hour price for additional labor on an emergency basis. \$ 40.00 /man hr.
3. Per hour price for working on a holiday (Police Dept. only) \$ 50.00 /man hr.

4. Please indicate if job will be staffed with full-time or part-time people, number of each employee designation and total man hours to be performed by those staffing levels (daily and weekly) by facility. (SEE COST ANALYSIS CHART)

5. Please indicate total number of hours to be used to clean each facility. (SEE COST ANALYSIS CHART)

6. Please indicate wages to be paid to janitorial staff. **\$13/HOUR FOR LEAD, \$12/HOUR CLEANER**

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

*Bid results posted are before evaluation team review and award recommendation.*



**Bidder# 10: Master Maintenance Corporation**  
**2701 Interstate 94 Service Drive, Ypsilanti, MI 48198**

**ALTERNATIVE BID PRICING**

Name of Facility	Address of Facility	Specification Reference No. (as listed above)	Daily (M-F)	Monthly
			#F/T (employees – man hrs.) # P/T (employees) – man hrs.	# F/T – man hrs. #P/T – man hrs.
City Hall Campus (Main Campus, North & South Building and Fire Adm.)	1101 S. Saginaw St., Flint, MI (floor plans attached)	A1	# F/T *32 Man hrs. # P/T Man hrs. *Daily Hours	# F/T Man hrs. 688 # P/T Man hrs.
12 <sup>th</sup> St. Garage Facility – 6 hrs./day	702 W. 12 <sup>th</sup> St. Flint, MI	A2	# P/T *4 Man hrs. *Daily Hours	# P/T Man hrs. 86
Water Service Center – 4 hrs./day	3301 E. Court St. Flint, MI		# P/T *4 Man hrs. *Daily Hours	# P/T Man hrs. 86
Cleaning of the City Hall Dome	1101 S. Saginaw St. Flint, MI		# P/T 2 Man hrs.	# P/T Man hrs. 43
Cleaning of the Police Dept. equipment room (once a week)			# P/T 3 Man hrs.	# P/T Man hrs. 13

**Total Monthly Cost (Based upon 30-days, all daily, weekly and monthly) \$ 17,956.00**

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

*Bid results posted are before evaluation team review and award recommendation.*



**Bidder# 11: CSM NewCo, LLC**  
**3536 Highland Drive, Hudsonville, MI 49548**

Name of Facility	Address of Facility	Specification Reference No. (as listed above)	Daily (M-F)		Monthly
			#F/T (employees – man hrs.)	#P/T (employees) – man hrs.	# F/T – man hrs.
City Hall Campus (Main Campus, North & South Building and Fire Adm.)	1101 S. Saginaw St., Flint, MI  (floor plans attached)	A1	# F/T 5 Man hrs. 40	# P/T Man hrs.	# F/T 5 Man hrs. 800 # P/T Man hrs.
12 <sup>th</sup> St. Garage Facility – 6 hrs./day	702 W. 12 <sup>th</sup> St. Flint, MI	A2	# P/T 1 Man hrs. 4		# P/T 1 Man hrs. 86
Water Service Center – 4 hrs./day	3301 E. Court St. Flint, MI		# P/T 1 Man hrs. 4		# P/T 1 Man hrs. 86
Cleaning of the City Hall Dome	1101 S. Saginaw St. Flint, MI		# P/T 1 Man hrs. 1		# P/T 1 Man hrs. 30
Cleaning of the Police Dept. equipment room (once a week)			# P/T 1 Man hrs. 2		# P/T 1 Man hrs. 8

**Total Monthly Cost (Based upon 30-days, all daily, weekly and monthly) \$ 24,314.81**

**No specialty services included in proposal.**

The following additional pricing breakdown is requested to insure clarity and fair comparison in all submitted proposals.

1. Per hour price for additional labor on a non-emergency basis. \$ 20.00 /man hr.
2. Per hour price for additional labor on an emergency basis. \$ 30.00 /man hr.
3. Per hour price for working on a holiday (Police Dept. only) \$ 35.00 /man hr.
4. Please indicate if job will be staffed with full-time or part-time people, number of each employee designation and total man hours to be performed by those staffing levels (daily and weekly) by facility. **See attached staffing chart.**
5. Please indicate total number of hours to be used to clean each facility. **See attached staffing chart.**
6. Please indicate wages to be paid to janitorial staff. **See attached staffing chart.**

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

*Bid results posted are before evaluation team review and award recommendation.*





**Bidder# 13: Employment Group, Inc. DBA EG Workforce Solutions  
4651 W. Dickman Rd., Battle Creek, MI 49037**

EG's pricing proposal is included in the cost analysis chart below. Our proposed pricing includes a 3% yearly increase on cost (detailed in Total Proposed Pricing Chart below).

Name of Facility	Address of Facility	Specification Reference No. (as listed above)	Daily (M-F)		Monthly	
			# F/T (employees – man hrs.)	# P/T (employees) – man hrs.	# F/T – man hrs.	# P/T – man hrs.
City Hall Campus (Main Campus, North & South Building and Fire Adm.)	1101 S. Saginaw St., Flint, MI (floor plans attached)	A1	# F/T 3 Man hrs. 24	# P/T 0 Man hrs. 0	# F/T 3 Man hrs. 520	# P/T 0 Man hrs. 0
12 <sup>th</sup> St. Garage Facility – 6 hrs./day	702 W. 12 <sup>th</sup> St. Flint, MI	A2	# P/T 1 Man hrs. 4		# P/T 1 Man hrs. 86.7	
Water Service Center – 4 hrs./day	3301 E. Court St. Flint, MI		# P/T 1 Man hrs. 4		# P/T 1 Man hrs. 86.7	
Cleaning of the City Hall Dome	1101 S. Saginaw St. Flint, MI		# P/T 0 Man hrs. 0  City Hall staff to cover		# P/T 1 Man hrs. 6.67	
Cleaning of the Police Dept. equipment room (once a week)			# P/T 0 Man hrs. 0  City Hall staff to cover		# P/T 1 Man hrs. 6.67	

The following additional pricing breakdown is requested to insure clarity and fair comparison in all submitted proposals.

1. Per hour price for additional labor on a non-emergency basis. \$ 24.57 /man hr.
2. Per hour price for additional labor on an emergency basis. \$ 24.57 /man hr.
3. Per hour price for working on a holiday (Police Dept. only) \$ 45.00 /man hr.
4. Please indicate if job will be staffed with full-time or part-time people, number of each employee designation and total man hours to be performed by those staffing levels (daily and weekly) by facility. **Please refer to chart below #6.**
5. Please indicate total number of hours to be used to clean each facility. **Please refer to chart below #6.**
6. Please indicate wages to be paid to janitorial staff. **Custodian hourly pay rate will be \$12.50/hour and the Supervisor hourly pay rate is \$18.00/hour.**

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

*Bid results posted are before evaluation team review and award recommendation.*



**Bidder# 13: Employment Group, Inc. DBA EG Workforce Solutions  
4651 W. Dickman Rd., Battle Creek, MI 49037**

<b>Facility Name</b>	<b>Total Yearly Hours Worked</b>	<b>Cost for Services (Year 1)</b>	<b>Cost for Services (Year 2)</b>	<b>Cost for Services (Year 3)</b>
<b>City Hall</b>	6240	\$137,590.35	\$141,249.52	\$145,018.46
<b>12<sup>th</sup> St. Garage</b>	1040	\$22,311.95	\$22,905.33	\$23,516.51
<b>Water Service Center</b>	1040	\$22,311.95	\$22,905.33	\$23,516.51
<b>City Hall Dome</b>	80	\$1,859.33	\$1,908.78	\$1,959.71
<b>Police Department</b>	80	\$1,859.33	\$1,908.78	\$1,959.71
<b>Total</b>	<b>8480</b>	<b>\$185,932.91</b>	<b>\$190,877.73</b>	<b>\$195,970.90</b>

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

*Bid results posted are before evaluation team review and award recommendation.*





RESOLUTION NO.: 210257  
PRESENTED: JUN - 6 2021  
ADOPTED: \_\_\_\_\_

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO MCNAUGHTON-MCKAY ELECTRIC FOR ADDITIONAL ELECTRICAL SERVICES**

WHEREAS, Water Service Center (WSC) requires electrical poles (3) to complete Phase 3 of the WSC electrical upgrades. WSC recommends that the existing contract PO 20-2793 with McNaughton-McKay Electric be extended to include these additional electrical poles.

Account Number	Account Name	Amount
590-540.208-752.000	Supplies	\$9,844.28
591-540.202-752.000	Supplies	\$9,844.29
	<b>FY2021 GRAND TOTAL</b>	<b>\$19,688.57</b>

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to enter into change order #1 to the contract with McNaughton-McKay Electric to provide electrical poles for FY2021 for the amount of \$19,688.57 and a contract total amount of \$81,888.57 under the same terms and conditions.

APPROVED AS TO FORM:

*Angela Wheeler*  
Angela Wheeler (May 24, 2021 09:17 EDT)  
**Angela Wheeler, Chief Legal Officer**

APPROVED AS TO FINANCE:

*shelbi frayer*  
shelbi frayer (May 24, 2021 11:23 EDT)  
**Shelbi Frayer, Chief Financial Officer**

FOR THE CITY OF FLINT:

*Clyde D. Edwards*  
Clyde D. Edwards (May 24, 2021 14:25 EDT)  
**Clyde Edwards, City Administrator**

APPROVED BY CITY COUNCIL:

\_\_\_\_\_  
**Kate Fields, City Council President**

APPROVED AS TO PURCHASING:

*Jennifer Ryan*  
Jennifer Ryan (May 21, 2021 16:26 EDT)  
**Jenn Ryan, Deputy Finance Director**





## CITY OF FLINT

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WILL YOUR DEPARTMENT NEED A CONTRACT? YES  NO

WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: *(This will depend on the term of the bid proposal)*

BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

OTHER IMPLICATIONS *(i.e., collective bargaining)*:

STAFF RECOMMENDATION: *(PLEASE SELECT)*:  APPROVED  NOT APPROVED

DEPARTMENT HEAD SIGNATURE: \_\_\_\_\_

*(Michael J. Brown, DPW Director)*

**McNaughton McKay Electric**  
**1011 E. 5th Avenue Flint, MI 48503**



**McNAUGHTON-McKAY**  
**ELECTRIC COMPANY**  
 YOUR ELECTRICAL CONNECTION



Tim Donlan  
 City of Flint WPC  
 Flint, MI

March 31, 2021

Subject: WSC Phase III Storage Lot

Qty	Part Number	Description	Price (ea.)	Extended
2	Pole with 3 fixtures		\$ 6,717.14	\$ 13,434.29
	RFL5-360L-265-5K7-W-UNV-K/DBT	Flood, 120-277V	\$ -	\$ -
	BHH-3120-PT20-DBT	bull horn	\$ -	\$ -
	THSP30-6.25-7-BRZ-2-BC	30' hinged pole	\$ -	\$ -
	ATB1-17-BRZ	transformer base	\$ -	\$ -
			\$ -	\$ -
1	Pole with 2 fixtures		\$ 6,254.29	\$ 6,254.29
	RFL5-360L-265-5K7-W-UNV-K/DBT	Flood, 120-277V	\$ -	\$ -
	BHH-2180-PT20-DBT	bull horn	\$ -	\$ -
	THSP30-6.25-7-BRZ-2-BC	30' hinged pole	\$ -	\$ -
	ATB1-17-BRZ	transformer base	\$ -	\$ -
			\$ -	\$ -
		Total	\$ -	\$ 19,688.57
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -

*\*Does not include tax*

This quotation expires in 30 days

All voltages, colors, mounting, tenons, photo cells, etc. to be field verified by installing contractor.

Shipping is not included.

Thank you for the opportunity.

Prepared by: Duc Nguyen  
 Account Manager  
 810.424.5065  
 1011 E. 5th Ave  
 Flint, MI 48503

<https://www.mc-mc.com/terms>

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_  
 TYPE: \_\_\_\_\_ PROJECT: \_\_\_\_\_  
 CATALOG #: \_\_\_\_\_

# RATIO Flood

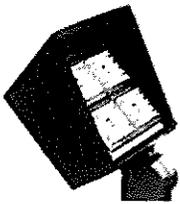
MEDIUM AND LARGE

## ADDITIONAL INFORMATION

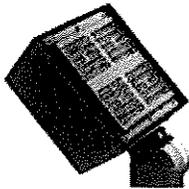
### SHIPPING INFORMATION

Catalog Number	G.W (kg)/CTN	Carton Dimensions		
		Length Inch (cm)	Width Inch (cm)	Height Inch (cm)
RFL4	15lbs (6.8kg)	20.75 (52.7)	15.125 (38.4)	6.9375 (17.6)
RFL5	19lbs (8.6kg)	25 (63.5)	15.125 (38.4)	6.9375 (17.6)

### ACCESSORIES



Visor



Louver

All product and company names, logos and product identifiers are trademarks or registered trademarks of Hubbell Lighting, Inc. or their respective owners. Use of them does not necessarily imply any affiliation with or endorsement by such respective owners.

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_  
 TYPE: \_\_\_\_\_ PROJECT: \_\_\_\_\_  
 CATALOG #: \_\_\_\_\_

# RATIO Flood

MEDIUM AND LARGE

## PROJECTED LUMEN MAINTENANCE

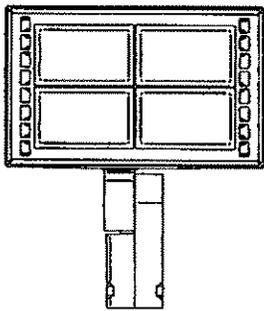
Ambient Temperature	Operating Hours					Calculated L70 (Hours)
	0	25,000	50,000	TM-21-11 60,000 <sup>1</sup>	100,000	
25°C / 77°F	1.00	0.96	0.94	0.91	0.83	> 191,000
40°C / 104°F	0.99	0.95	0.93	0.93	0.81	> 173,000

## LUMINAIRE AMBIENT TEMPERATURE FACTOR (LATF)

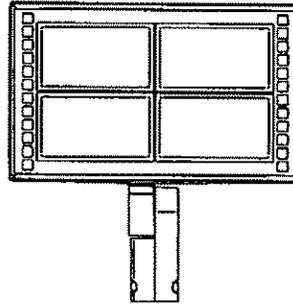
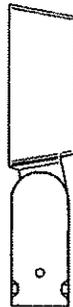
Ambient Temperature		Lumen Multiplier
0° C	32° F	1.03
10° C	50° F	1.01
20° C	68° F	1.00
25° C	77° F	1.00
30° C	86° F	0.99
40° C	104° F	0.98
50° C	122° F	0.97

Use these factors to determine relative lumen output for average ambient temperatures from 0–50°C (32–122°F)

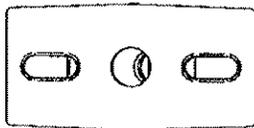
## DIMENSIONS



RFL4



RFL5



Trunnion Mount

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_  
 TYPE: \_\_\_\_\_ PROJECT: \_\_\_\_\_  
 CATALOG #: \_\_\_\_\_

# RATIO Flood

MEDIUM AND LARGE

## CONTROLS

### NX Distributed Intelligence™ Lighting Controls:

Supports both indoor and outdoor applications in a variety of deployment options- wired, wireless, hybrid  
 Integrates with and enables a wide array of luminaires including those with SpectraSync Color Tuning Technology.



NX Integrated Controls Reference								
NX Option	Sensor	Networkable	Scheduling	Occupancy	Daylight Harvesting	0-10V Dimming	On/off Control	Bluetooth® App Programming
<b>NX Standalone</b>								
NXSP14F	NXSMP-LMO	No	Yes	Yes	Yes	Yes	Yes	Yes
NXSP30F	NXSMP-HMO	No	Yes	Yes	Yes	Yes	Yes	Yes
<b>NX Networked – Wired</b>								
NXSPW14F	NXSMP-LMO	Yes	Yes	Yes	Yes	Yes	Yes	Yes, Bluetooth App
NXSPW30F	NXSMP-HMO	Yes	Yes	Yes	Yes	Yes	Yes	Yes, Bluetooth App
NXWE	N/A	Yes	Yes	No	No	Yes	Yes	No. See footnote

## ELECTRICAL DATA

# LEDS	Nominal Wattage	Input Voltage	Oper. Current (Amps)	System Power (W)
RFL4	95	120	0.78	93.5
		208	0.45	
		240	0.39	
		277	0.34	
RFL4	120	120	1.00	120.2
		208	0.58	
		240	0.50	
		277	0.43	
RFL5	130	120	1.11	132.6
		208	0.58	
		240	0.50	
		277	0.43	
	190	120	1.59	191
		208	0.92	
		240	0.80	
		277	0.69	
265	265	120	2.10	252
		208	1.21	
		240	1.05	
		277	0.91	

To enable scheduling and for use with NX wall control preset stations please refer to Hubbell Control Solutions NX SpectraSync technical sheet.



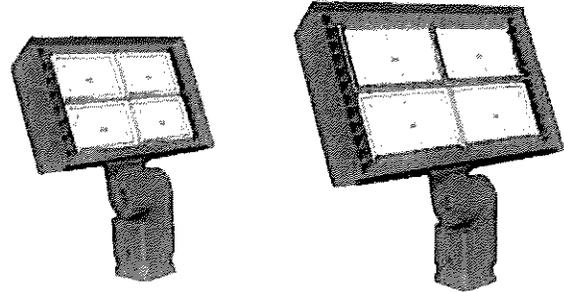
# RATIO Flood

MEDIUM AND LARGE

# RATIO

## FEATURES

- Medium and Large LED flood with a variety of NEMA distributions for lighting applications such as area safety/security, accent, flag pole columns, or signs
- Part of the Ratio flood series, this luminaire was designed in cohesion with the site area products to provide a sleek and timeless look
- Features a dense optical array, providing reduced pixelation and increased visual comfort without compromising performance
- Applications include safety/security, accent, flag pole, columns and signs



RFL4

RFL5

## RELATED PRODUCTS

- RATIO Family • RFL1 • RFL2 • RFL3

## CONTROL TECHNOLOGY



DLC # P37G5D48 - TYPE A - RFL5

DLC # PV1GO6M0 - TYPE F - RFL4

## SPECIFICATIONS

### CONSTRUCTION

- Corrosion resistant, rugged die-cast aluminum housing with powder coat paint finish
- High impact UV stabilized acrylic outer lens protects LEDs and allows for cleaning and debris removal
- Internal venting fins create optimal heat dissipation and allow all water to drain from the face of the luminaire
- Visor, louver and vandal Lens options
- Easy maintenance access to electrical components with removal of four screws from back of fixture housing
- Lens hardware is internal to the fixture allowing for uniform pressure on the gasket for an optimal water tight seal

### OPTICS

- 176 or 360 midpower LEDs
- Stock Versions 4000K and 5000K CCT
- Variety of NEMA distributions: - N (3x3), M (4x4), and W (6x6) Stock version W de (6x6) only
- Entire optical aperture illuminates to create a larger luminous surface area resulting in a low glare appearance without sacrificing optical performance

### CONTROLS

- Photo control, occupancy sensor and wireless available for complete on/off dimming control

### CONTROLS (CONTINUED)

- 7-pin ANSI C136.41 - 2013 photocontrol receptacle option available for twist lock photocontrols or wireless control modules (control accessories sold separately)
- 0-10V dimming leads available for use with control devices (provided by others), must specify lead length
- 0-10V dimming driver standard, continuous dimming option to have leads pulled out for easy connection
- SiteSync™ wireless control system is available via 7-pin and can be ordered separately. See ordering information and details at [www.hubbelllighting.com](http://www.hubbelllighting.com)

### INSTALLATION

- Interchangeable knuckle and trunnion mounting options
- Knuckle arm fitter option available for 2-3/8" OD tenon 180 degrees of adjustability (with no options) 4 degree adjustable increments
- Trunnion option available for surface and crossarm mounting using (1) 3/4" or (2) 1/2" size through bolts

### ELECTRICAL

- 120-480V operation, 50/60Hz
- Driver IP66 and RoHS compliant driver
- Ambient operating temperature -40°C to 40°C (295W configuration rated for 25°C)

### ELECTRICAL (CONTINUED)

- 7-pin module can limit backwards rotation of the luminaire
- Drivers have 90% power factor and less than 20% THD
- LED drivers have output power over-voltage over-current protection and short circuit protection with auto recovery
- 10kA surge protector optional

### CERTIFICATIONS

- Fixture is IP66 rated
- Listed to UL1598 for use in wet locations
- DLC® (DesignLights Consortium Qualified, with some Premium Qualified configurations. Please refer to the DLC website for specific product qualifications at [www.designlights.org](http://www.designlights.org)

### WARRANTY

- 5 year limited warranty
- See [HLI Standard Warranty](#) for additional information

KEY DATA	
Lumen Range	12,000-30,000
Wattage Range	124-266
Efficacy Range (LPW)	116-125
Reported Life (Hours)	L70>191,000
Weights lbs. (kg)	16.0-25.7 (7.2-11.66)

DATE \_\_\_\_\_ LOCATION \_\_\_\_\_  
 TYPE \_\_\_\_\_ PROJECT \_\_\_\_\_  
 CATALOG # \_\_\_\_\_

# RATIO Flood

MEDIUM AND LARGE

## STOCK ORDERING INFORMATION

Catalog Number	Mounting	Distribution	Wattage	Voltage	CCT	Lumens	LPW	Weight lbs. (KG)	Finish
RFL4-120-5K-K	Knuckle	Wide	124	120-277V	5000K	14746	122	16.0 (7.26)	Bronze
RFL4-120-4K-K	Knuckle	Wide	124	120-277V	4000K	15119	125	16.0 (7.26)	Bronze
RFL4-120-5K-T	Trunion	Wide	124	120-277V	5000K	14746	122	16.0 (7.26)	Bronze
RFL4-120-4K-T	Trunion	Wide	124	120-277V	4000K	15119	125	16.0 (7.26)	Bronze
RFL5-265-5K-K	Knuckle	Wide	266	120-277V	5000K	29362	116	25.7 (11.66)	Bronze
RFL5-265-4K-K	Knuckle	Wide	266	120-277V	4000K	30106	119	25.7 (11.66)	Bronze
RFL5-265-5K-T	Trunion	Wide	266	120-277V	5000K	29362	116	25.7 (11.66)	Bronze
RFL5-265-4K-T	Trunion	Wide	266	120-277V	4000K	30106	119	25.7 (11.66)	Bronze
RFL-TRN-XX <sup>1</sup>	Trunion Accessory Kit								

<sup>1</sup> Specify finish color to match fixture

## ORDERING GUIDE

Example: RFL4-176L-95-3K7-M-UNV-K-GYS

CATALOG # \_\_\_\_\_

Mounting	Color	# LEDs/Wattage	CCT/CRI	Distribution	Voltage	Mounting
RFL4	Ratio Flood Size 4	176L-95 176 LEDs-12000lm	3K7 3000K, 70 CRI	N Narrow, 2x2	UNV Universal 120-277	K Knuckle
RFL5	Ratio Flood Size 5	176L-120 176 LEDs-15000lm	4K7 4000K, 70 CRI	M Medium Flood, 4x4	120 120V	T Trunion
		360L-130 360 LEDs-18000lm	5K7 5000K, 70 CRI	W Wide Flood, 6x6	208 208V	
		360L-190 360 LEDs-25000lm			240 240V	
		360L-265 360 LEDs-30000lm			277 277V	
					347 347V	
					480 480V	

Color	Control Options	Options
GYS Light gray smooth	PC Button style photocontrol	SP Surge Protector
DB Dark bronze textured	CD Continuous dimmable	F Fusing
BL Black textured		
GT Graphite textured		
PS Platinum silver smooth		
WH White textured		
CC Custom color		

### Control Options

#### NX Standalone

- NXSP14F<sup>1,2</sup> NX, PIR/BI Occ. Sensor, Daylight Harvesting, up to 14' mounting height
- NXSP30F<sup>1,2</sup> NX, PIR/BI Occ. Sensor, Daylight Harvesting, 14'-30' mounting height

#### NX Networked - Wireless

- NXSPW14F<sup>1,2</sup> NX Wireless, PIR, BI Occupancy Sensor, Daylight Harvesting, up to 14' mounting height
- NXSPW30F<sup>1,2</sup> NX Wireless, PIR, BI Occupancy Sensor, Daylight Harvesting, 14'-30' mounting height
- NXWE<sup>1,3</sup> NX Wireless Enabled

#### Third-Party Control Options

- SCP-F<sup>1,2</sup> Programmable occupancy sensor
- 7PR<sup>1,2,3</sup> 7-Pin twist lock receptacle
- 7PR-SC<sup>1,2,3</sup> 7-Pin receptacle with shunting cap
- 7PR-MD-F<sup>1,2,3</sup> Low voltage sensor for 7PR
- 7PR-TL<sup>1,2,3</sup> 7-Pin PCR with photo control

- Open available with knuckle mounting
- Available with knuckle option only
- Limits backwards relation based on module height

# RATIO Flood

MEDIUM AND LARGE

## ACCESSORIES AND REPLACEMENT PARTS (ORDERED SEPARATELY)

	Catalog Number	Description
<input type="checkbox"/>	RFL4-TV-XX <sup>1</sup>	Top Visor - RFL4
<input type="checkbox"/>	RFL4-FL-XX <sup>1</sup>	Louver - RFL4
<input type="checkbox"/>	RFL5-TV-XX <sup>1</sup>	Top Visor - RFL5
<input type="checkbox"/>	RFL5-FL-XX <sup>1</sup>	Louver - RFL5

<sup>1</sup> Specify finish color to match fixture. E.g. DB - Bronze

## HUBBELL CONTROL SOLUTIONS ACCESSORIES

	Catalog Number	Description	HCS System
<input type="checkbox"/>	NXOFM-1RID-UNV	On-fixture Module (7-pin), On / Off / Dim, Daylight Sensor with HubbNET Radio and Bluetooth® Radio, 120-480VAC	NX Distributed Intelligence™
<input type="checkbox"/>	WIR-RME-L	On-fixture Module (7-pin or 5-pin), On / Off / Dim, Daylight Sensor with wiSCAPE Radio, 110-480VAC	wiSCAPE® Lighting Control

## CONTROL ACCESSORIES

	Catalog Number	Description
<input type="checkbox"/>	SW7PR	SiteSync™ on fixture module via 7PR
<input type="checkbox"/>	SWUSB	SiteSync™ Software on USB
<input type="checkbox"/>	SWTAB	SiteSync™ Windows Tablet
<input type="checkbox"/>	SWBRG	SiteSync™ Wireless Bridge Node
<input type="checkbox"/>	SWFC	SiteSync™ Field Commission Serv
<input type="checkbox"/>	SCPREMOTE	Order at least one per project location to program and control
<input type="checkbox"/>	WIR-RME-L	wiSCAPE™ external control node, use with 7PR
<input type="checkbox"/>	NXOFM-1RID-UNV	NX external control node, use with 7PR

## PERFORMANCE DATA

Series	Nominal Watts	Dist Type	NEMA	Field Angle H X V	5K (5000K nominal, 70 CRI)			4K (4000K nominal, 70 CRI)			3K (3000K nominal, 70 CRI)		
					Lumens	LPW <sup>1</sup>	Max Beam Candlepower	Lumens	LPW <sup>1</sup>	Max Beam Candlepower	Lumens	LPW <sup>1</sup>	Max Beam Candlepower
RFL4	95	N	2 x 2	20 x 20	12594	135	213259	12913	140	218652	12510	136	211825
		M	4 x 4	57 x 57	11894	128	28457	12196	131	29177	11816	127	82866
		W	6 x 6	105 x 105	12355	132	7037	12668	135	7215	12272	131	6990
	120	N	2 x 2	20 x 20	15031	127	254521	15411	130	260957	14931	126	252810
		M	4 x 4	57 x 57	14196	119	33912	14555	122	34770	14102	118	33684
		W	6 x 6	105 x 105	14746	122	8399	15119	125	8611	14647	121	8343
RFL5	130	N	2 x 2	20 x 20	19019	145	322063	19501	149	330208	18892	144	319898
		M	4 x 4	57 x 57	17963	136	44645	18419	140	45774	17843	135	44345
		W	6 x 6	105 x 105	13658	140	10628	19131	144	10897	18534	139	10557
	190	N	2 x 2	20 x 20	25278	134	428052	25918	139	438877	25110	133	425174
		M	4 x 4	57 x 57	23875	126	58831	24478	129	60319	23714	125	58436
		W	6 x 6	105 x 105	24799	129	14126	25427	133	14483	24634	128	14031
	265	N	2 x 2	20 x 20	29930	120	30685	30688	123	519638	29730	120	503414
		M	4 x 4	57 x 57	28268	113	68911	28983	119	70654	28078	112	68448
		W	6 x 6	105 x 105	29362	116	30106	30106	119	17148	29167	115	16612

<sup>1</sup> Lumen values are from photometric tests performed in accordance with IESNA LM-79-02. Data is considered to be representative of the configurations shown. Actual performance may differ as a result of end-user environment and application.

DATE LOCATION  
 TYPE PROJECT  
 CATALOG #

# RATIO Flood

MEDIUM AND LARGE

## CONTROLS

### NX Distributed Intelligence™ Lighting Controls:

Supports both indoor and outdoor applications in a variety of deployment options- wired, wireless, hybrid  
 Integrates with and enables a wide array of luminaires including those with SpectraSync Color Tuning Technology.



NX Integrated Controls Reference								
NX Option	Sensor	Networkable	Scheduling	Occupancy	Daylight Harvesting	0-10V Dimming	On/off Control	Bluetooth® App Programming
<b>NX Standalone</b>								
<b>NXSP14F</b>	NXSMP-LMO	No	Yes	Yes	Yes	Yes	Yes	Yes
<b>NXSP30F</b>	NXSMP-HMO	No	Yes	Yes	Yes	Yes	Yes	Yes
<b>NX Networked – Wired</b>								
<b>NXSPW14F</b>	NXSMP-LMO	Yes	Yes	Yes	Yes	Yes	Yes	Yes, Bluetooth App
<b>NXSPW30F</b>	NXSMP-HMO	Yes	Yes	Yes	Yes	Yes	Yes	Yes, Bluetooth App
<b>NXWE</b>	N/A	Yes	Yes	No	No	Yes	Yes	No. See footnote

## ELECTRICAL DATA

# LEDES	Nominal Wattage	Input Voltage	Oper. Current (Amps)	System Power (W)
RFL4	95	120	0.78	93.5
		208	0.45	
		240	0.39	
		277	0.34	
	120	120	1.00	120.2
		208	0.58	
		240	0.50	
		277	0.43	
RFL5	130	120	1.11	132.6
		208	0.58	
		240	0.50	
		277	0.43	
	190	120	1.59	191
		208	0.92	
		240	0.80	
		277	0.69	
	265	120	2.10	252
		208	1.21	
		240	1.05	
		277	0.91	

To enable scheduling and for use with NX wall control preset stations please refer to Hubbell Control Solutions NX SpectraSync technical sheet.



# RATIO Flood

MEDIUM AND LARGE

## PROJECTED LUMEN MAINTENANCE

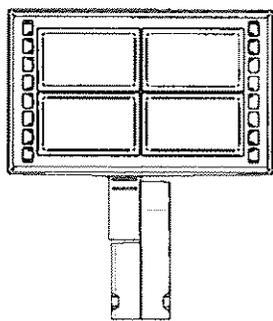
Ambient Temperature	Operating Hours					Calculated L70 (Hours)
	0	25,000	50,000	TM-21-11 60,000 <sup>1</sup>	100,000	
25°C / 77°F	1.00	0.96	0.94	0.91	0.83	> 191,000
40°C / 104°F	0.99	0.95	0.93	0.93	0.81	> 173,000

## LUMINAIRE AMBIENT TEMPERATURE FACTOR (LATF)

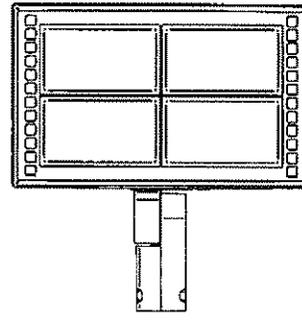
Ambient Temperature		Lumen Multiplier
0°C	32°F	1.03
10°C	50°F	1.01
20°C	68°F	1.00
25°C	77°F	1.00
30°C	86°F	0.99
40°C	104°F	0.98
50°C	122°F	0.97

Use these factors to determine relative lumen output for average ambient temperatures from 0-30°C (32-122°F).

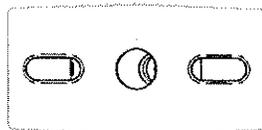
## DIMENSIONS



RFL4



RFL5



Trunnion Mount

# RATIO Flood

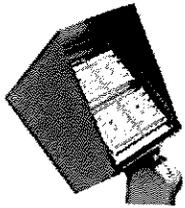
MEDIUM AND LARGE

## ADDITIONAL INFORMATION

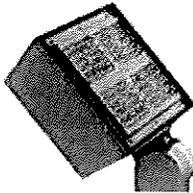
### SHIPPING INFORMATION

Catalog Number	G.W (kg)/CTN	Carton Dimensions		
		Length Inch (cm)	Width Inch (cm)	Height Inch (cm)
RFL4	15lbs (6.8kg)	20.75 (52.7)	15.125 (38.4)	6.9375 (17.6)
RFL5	19lbs (8.6kg)	25 (63.5)	15.125 (38.4)	6.9375 (17.6)

### ACCESSORIES

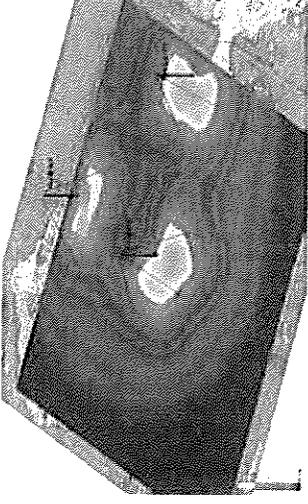
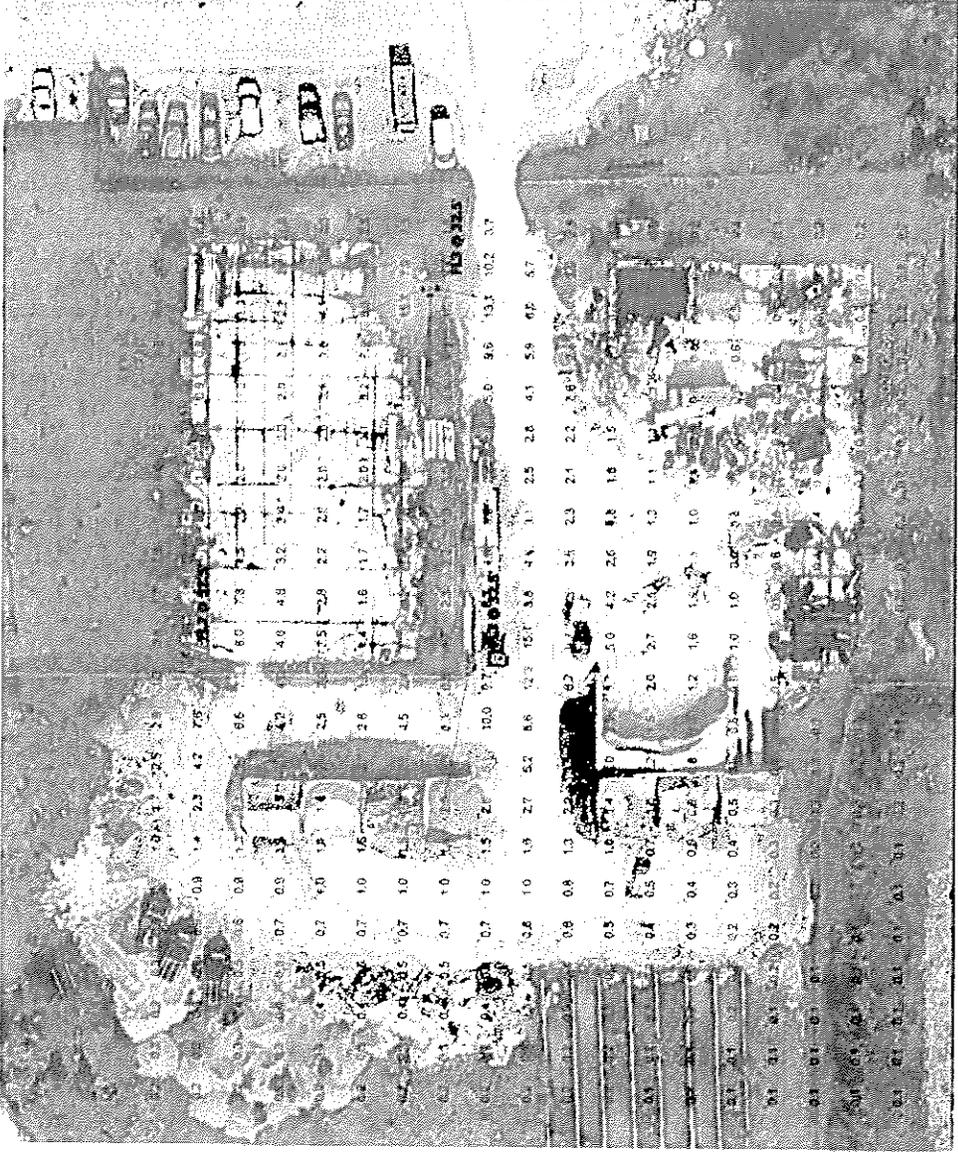


Visor



Louver

All product and company names, logos and product identifiers are trademarks or registered trademarks of Hubbell Lighting, Inc. or their respective owners. Use of them does not necessarily imply any affiliation with or endorsement by such respective owners.



STATISTICS				
Description	Symbol	Avg	Max	Min
Footcandle	FC	1.95	15.7	0.16
Footcandle	FC	1.95	15.7	0.16

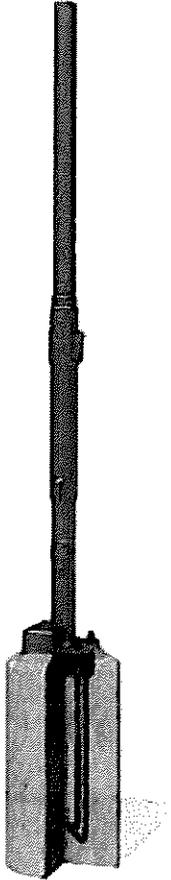
STATISTICS				
Description	Symbol	Avg	Max	Min
Footcandle	FC	1.95	15.7	0.16
Footcandle	FC	1.95	15.7	0.16

**Note:**  
All Poles shown are to be 20' Square Steel (Height w/ Transformer Base) Luminaire Mounted @ 32.5' AFC



THSP

## Square Tapered Steel Hinged Poles



### Pole Shaft

The pole shaft is two section design, each section being fabricated from standard 7 gauge (0.1793") steel. The pole shaft material is a weldable grade hot rolled commercial quality carbon steel with a guaranteed minimum yield strength of 55,000 psi after fabrication. Each section is one-piece construction with a full length longitudinal weld and is square in cross-section having a uniform taper of 0.10 inches of diameter change per foot of length.

### Base Plate

The anchor base is fabricated from a structural quality hot rolled carbon steel plate that meets or exceeds a minimum yield strength of 36,000 psi. The anchor base telescopes the pole shaft and is circumferentially welded top and bottom. All welds are performed in accordance with the American Welding Society specification AWS D1.1, latest edition.

**Bolt Circle:** 12.50 (in.) **Dimension:** 11.88 (in.) **Thickness:** 1.00 (in.) **Conduit Opening:** 5 (in.)  
Consult KW representative for non-standard dimensions.

### Anchor Bolts

Anchor bolts are fabricated from commercial quality hot rolled carbon steel bar that meets or exceeds a minimum yield strength of 55,000 psi. Four properly sized anchor bolts, each with two regular hex nuts and washers, are furnished and shipped with all poles unless otherwise specified. Anchor bolts shall have the threaded end galvanized a minimum of 8 inches in accordance with ASTM A153. Fully galvanized anchor bolts are available upon request.

### Handhole

An oval reinforced gasketed handhole, having a nominal 4" x 6.5" inside opening, located at 1' - 6" above the base, is standard on all poles. A grounding provision is located inside the handhole ring.

### Finish

**Standard:** The exterior surface is cleaned with an alkaline rinse to remove surface contaminants and shot blasted to specifications as published by the Steel Structures Painting Council Standards SSPC-SP10 (near white). The exterior surface is chemically pretreated with an iron phosphate conversion coating then rinsed with ambient fresh water containing special surfactants and sealers forming a dry tight micro-crystalline coating. A polyester thermosetting powder coating applied to the surface of the substrate to a minimum of 3 mils is standard on all color finishes. The internal surface including the powder coated area at the base-end is coated with ~~AK 202~~, a thermoplastic hydrocarbon resin system specially formulated for application over untreated steel surfaces, to a thickness of 3 mils. The internal coating shall contain special corrosion inhibitors and is capable of passing 1000 hours of salt spray exposure (ASTM B117).

Series: **THSP** - Square Tapered Steel Hinged Poles  
Nominal Height: **30'** Base Diameter: **6.25"** Gauge: **7**  
Finish: **BRZ** - Standard - Bronze  
Mounting Designation: **2** - 2 3/8" x 4" TENON  
Options: **BC** - Base Cover

Height (ft.)	Pole Shaft (in.) x (in.) x (ft.)	Gauge	Handhole Size (in.)	Anchor Bolt (in.) x (in.) x (in.)	Bolt Circle (in.)	80 MPH (ft.)	90 MPH (ft.)	100 MPH (ft.)	Ship WT. (lbs.)	Hinge Point 'H' (ft.)	'H' (ft.)
30	6.25 x 3.2 x 30	7	4 x 6.5	1.00 x 3/8 x 4	12.5	32.7	24	18	528	15	3.42

**THSP30-6.25-7-BRZ-2-BC**

[Print This Page](#)

[Main Menu](#)



## Terms and Conditions of Sale

### TERMS

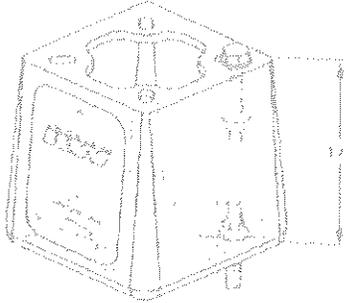
Net 30 days from the date of Company's invoice unless otherwise specified. A 1 1/2% per month late charge will be added to accounts past due.

### PRICES

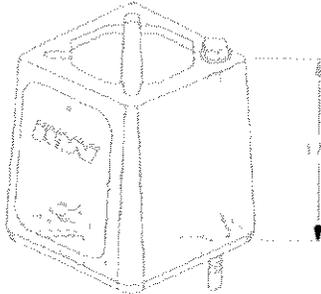
Published prices are subject to change without notice. Possession of price sheets in no way obligates Company to sell to the Purchaser possessing such price sheet. All orders are subject to final approval and acceptance by the Company. Once accepted and approved, orders will be billed at prices currently in effect at the time of invoicing, or at prices quoted by the

## Breakaway Bases

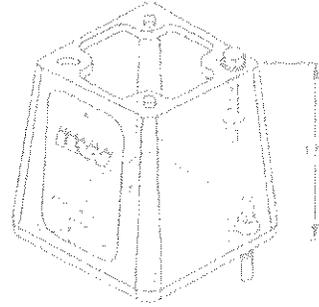
**ATB1-17**



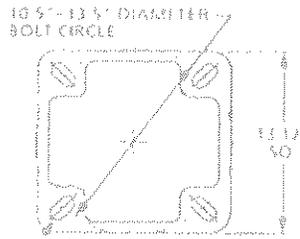
**ATB2-17**



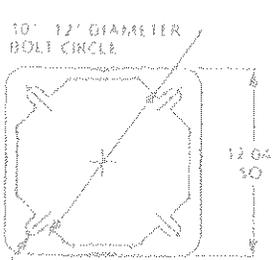
**ATB3-17**



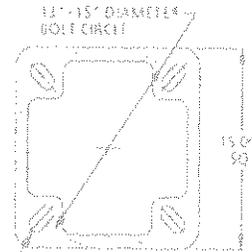
**Top View**



(4) SLOTTED HOLES FOR 1.0\"/>

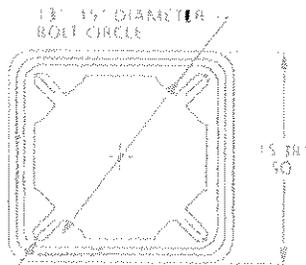


(4) SLOTTED HOLES FOR 1.0\"/>

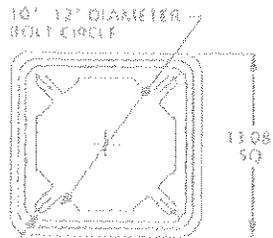


(4) SLOTTED HOLES FOR 1.25\"/>

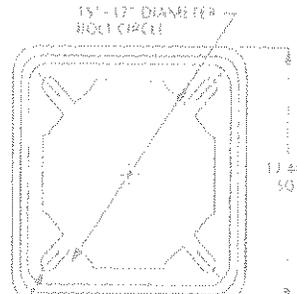
**Bottom View**



(4) SLOTTED HOLES FOR 1.0\"/>



(4) SLOTTED HOLES FOR 1.0\"/>



(4) SLOTTED HOLES FOR 1.25\"/>

**Note: For existing A.B. with B.C. (10-1/2\"/>**



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: August 21, 2020

BID/PROPOSAL# 21000551

AGENDA ITEM TITLE: Electrical parts

PREPARED BY Kathryn Neumann for Robert Bincsik, Director of Public Works

VENDOR NAME: McNaughton McKay Electric

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Traffic Engineering Division, Maintenance Division and Water Service Center are requesting a purchase order for electrical parts on an as needed basis.

FINANCIAL IMPLICATIONS: There is money in the accounts listed below.

BUDGETED EXPENDITURE? YES [X] NO [ ] IF NO, PLEASE EXPLAIN:

Table with 5 columns: Dept., Name of Account, Account Number, Grant Code, Amount. Rows include Major Street Fund, General Fund, Sewer Fund, Water Fund, and a total row for FY21 GRAND TOTAL.

PRE-ENCUMBERED? YES [X] NO [ ] REQUISITION NO: 20003218, 20003244, 20003277

ACCOUNTING APPROVAL: Kirstie Troup Date: 8/21/20

WILL YOUR DEPARTMENT NEED A CONTRACT? YES [ ] NO [X] (If yes, please indicate how many years for the contract) YEARS

OTHER IMPLICATIONS (i.e., collective bargaining):

STAFF RECOMMENDATION: (PLEASE SELECT): [X] APPROVED [ ] NOT APPROVED

DEPARTMENT HEAD SIGNATURE: Robert Bincsik (Robert Bincsik, Director of Public Works)



# City of Flint

## Department of Finance Division of Purchases & Supplies

---

Sheldon A. Neeley

August 19, 2020

**TO:** Jeanette Best  
Krystal Wallace  
John Florshinger  
(WPC)

**FROM:** Joyce A. McClane  
Purchasing Manager

**SUBJECT:** SEALED BIDS (REBID)

Attached is one (1) bid that was received for **PROPOSAL #21000551 – ELECTRICAL PARTS**. Enclosed are copies for your file. **Bid Due Date: 8/11/20**. Enclosed is a **spreadsheet**.

Your staff review and recommendation form is needed as soon as possible. **Please use the new fillable form**. This form is to be used for your staff review.

A staff review must be completed for **ALL Bids/Proposals**. Please let me know if you need a copy of the fillable form.

This project has been identified that multiple departments use this item. Please get with those departments to determine the total usage and the amount that needs to go to Council for approval. **This proposal is good for 3 years**.

**Please note:** If your project is being funded by any grants issued by the federal government, you must go to:  
<https://www.dol.gov/ofccp/regs/compliance/preaward/debarlist.htm> to ensure that the selected vendor has not been debarred.

**PLEASE NOTE:**

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.



Sheldon A. Neeley

# City of Flint

## Department of Finance

### Division of Purchases & Supplies

---

Today's Date:

Please complete the following form if you decide to rebid:

**Proposal #**

**DETAILED REASON FOR WANTING TO REBID:**

**Authorized Signature and Title:**

**Date Signed**

.....  
**PURCHASING USE ONLY**



SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES  
For (3) YRS – SUPPLY OF ELECTRICAL PARTS  
PROPOSAL #21000551

Approximate Annual Quantities – Not Guaranteed  
Furnish as requested for the period 7/1/20 – 6/30/23

<i>Vendor</i>	<i>1<sup>st</sup> Year</i>	<i>2<sup>nd</sup> Year</i>	<i>3<sup>rd</sup> Year</i>
McNaughton-McKay Electric Company, Flint, MI	\$12,094.21	\$12,094.21	\$12,094.21

**LEAVE BLANK INTENTIONALLY**

## P21000551 – (3) YRS – ELECTRICAL PARTS

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

### **Purchasing Checklist:**

- Cover Sheet
- Complete Proposal Submittal
- Qualifications & License
- List of References
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Proposed Timeline to Complete Work
- All Supporting Documentation - CERTIFICATE OF INSURANCE
- City of Flint, Michigan Affidavit

***Electronic copy MUST be received by Tuesday, August 11, 2020 by 3:00 PM and emailed to PURCHASINGBIDS@CITYOFFLINT.COM.***

***A mailed Hardcopy (UNBOUND) with the original signature MUST be received by Tuesday, August 11, 2020 by 4:30 PM (EST)***

**Mailing Instructions: The City of Flint - Division of Purchases and Supplies  
1101 S. Saginaw Street, Room 203  
Flint, MI 48502**

***Both copies (electronic and mailed copies) must be received to qualify for award recommendation.***

**PROPOSAL #21000551**  
**ELECTRICAL PARTS SPECIFICATION**  
**(3) YR BID JULY 1, 2020 THRU JUNE 30, 2023**  
**City of Flint Water Pollution Control Facilities**

**All proposals will be evaluated on the following criteria:**

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: NET 30                      Dest: FOB                      Fed. ID#: 38-0812640

Firm Name: McNAUGHTON - MCKAY ELECTRIC

Address: 1011 E. FIFTH AVE

City/State/Zip FLINT MI 48503

Phone: 8102385611      Fax: 8107674126      Email: nguyend@mc-mc.com

Signed:                       Date: 8/10/20

**PROPOSAL #21000551 – ELECTRICAL PARTS**  
**Certification Regarding**  
**Debarment, Suspension, and Other Responsibility Matters**

**BID#:** \_\_\_\_\_

The prospective participant certifies, to the best of its knowledge and belief, that it, its principals, and that of their subcontractor and/ or sub-subcontractors and their 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.

**PROPOSAL #21000551 – ELECTRICAL PARTS**  
**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: \_\_\_\_\_

**PROPOSAL #21000551 – ELECTRICAL PARTS**

**Reference #3:**

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

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

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

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

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

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

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

\_\_\_\_\_

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

CITY OF FLINT, MICHIGAN AFFIDAVIT

AFFIDAVIT FOR INDIVIDUAL

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

S.S.

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

\_\_\_\_\_ being duly sworn, deposes and says that they are 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 they have not directly or indirectly induced or solicited any bidder to put in a sham bid; that they have not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that they have not in any manner sought by collusion to secure themselves 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\_\_\_\_

FOR CORPORATION

STATE OF MI

S.S.

COUNTY OF Wayne

Duc Nguyen 8/10/20

Duc Nguyen being duly sworn, deposes and says that she/he/they

is Asst. Manager of McNaughton-McKay Electric

(Official Title)

(Name of Corporation)

a corporation duly organized and doing business under the laws of the State of MI the corporation making the within and foregoing bid; that they 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 they have not and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding; that they have not and said bidder has not in any manner sought by collusion to secure to themselves or to said corporation an advantage over other bidders.

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

this 10 day of August, A.D. 2020

Rupinder Kaur Chawla  
\*Notary Public, Rupinder Kaur Chawla  
County, Wayne

My Commission expires 01/23, 2025

RUPINDER KAUR CHAWLA  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF WAYNE  
My Commission Expires January 23, 2025  
Act'ng in the County of Wayne

**FOR PARTNERSHIP**

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

S.S.

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

\_\_\_\_\_ being duly sworn, deposes and says that they are a member of the firm of \_\_\_\_\_, a co-partnership, making the above bid; that they are duly authorized to make said bid on behalf of said co-partnership; 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 they have and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that they have not and said bidder has not in any manner sought by collusion to secure to themselves 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\_\_\_\_\_

**FOR AGENT**

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

S.S.

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

\_\_\_\_\_ being duly sworn, deposes and says that they executed the within and foregoing bid in behalf of \_\_\_\_\_ the bidder therein named, they 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 they have not and said bidder has not directly or indirectly induced or solicited any bidder to put in a sham bid; that they have not and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that they have not and said bidder has not in any manner sought by collusion to secure to themselves 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\_\_\_\_\_

*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.*

### CITY OF FLINT REQUEST FOR BID

UPON MUTUAL AGREEMENT BETWEEN THE CITY OF FLINT AND THE SELECTED VENDOR  
 NEW PURCHASE ORDERS WILL BE ISSUED THE BEGINNING OF EACH FISCAL YEAR  
 FURNISH AS REQUESTED WITHIN 48 HOURS NOTICE, BEGINNING 07/01/20 AND ENDING  
 06/30/23.

NO SUBSTITUTIONS FOR ANY ITEM WITH THE MANUFACTURER OF 'SQUARE D'.

DESCRIPTION	MANUFACTURER	1st year	2nd year	3rd year
<b>ASSEMBLY</b>				
183ECPM3 A-B 80/85A OVERLOAD MOUNTING	ALLEN-BRADLEY	17.07	17.07	17.07
<b>BALLAST</b>				
GEM236-IS-120-IP - 2-96T12SL 120V	GENERAL ELEC LIGHTING	20.00	20.00	20.00
GE-432-MAX-N/ULTRA - STD PWR 4LP DUAL VOLT	GENERAL ELEC LIGHTING	15.00	15.00	15.00
GE-232-MAX-N/ULTRA - STD PWR 2LP DUAL VLT	GENERAL ELEC LIGHTING	11.50	11.50	11.50
GE-232-MAX-L/ULTRA - LW PWR 2LMP DUAL VLT	GENERAL ELEC LIGHTING	11.50	11.50	11.50
GE-432-MAX-L/ULTRA - LW PWR 4LMP DUAL VLT	GENERAL ELEC LIGHTING	15.00	15.00	15.00
ICF2S26H1LDK ELE BAL (2) 26W CFL (4-PIN)	ADVANCE TRANSFORMER CO	25.75	25.75	25.75
71A5782001D MH BAL 250W M138/M153 QUAD KIT	ADVANCE TRANSFORMER CO	25.00	25.00	25.00
71A5390001D MH BAL 100W M80/140 QUAD KIT	ADVANCE TRANSFORMER CO	25.00	25.00	25.00
RC2S85TPM MAG BALLAST (20 F7ZT12HO 120V	ADVANCE TRANSFORMER CO	118.85	118.85	118.85
<b>BASE</b>				
QON38 CIRCUIT BREAKER OEM MOUNTING BASE	SQUARE D	1.00	1.00	1.00
700HN125 A-B 8-PIN RELAY	ALLEN-BRADLEY	4.11	4.11	4.11
<b>BATTERY</b>				
RBC8 REPLACEMENT BATT CARTRIDGE	AMERICAN POWER CONV	3.25	3.25	3.25
S29 8V ALK PHOTO BATT	ENERGIZER BATT, INC	1.70	1.70	1.70
ALK 9V INDUSTRIAL INDIVIDUAL	RAYOVAC	2.65	2.65	2.65
ALK AA INDUSTRIAL INDIVIDUAL	RAYOVAC	.40	.40	.40
ALK AAA INDUSTRIAL INDIVIDUAL	RAYOVAC	.41	.41	.41
ALK C INDUSTRIAL INDIVIDUAL	RAYOVAC	1.35	1.35	1.35

DESCRIPTION	MANUFACTURER	1st year	2nd year	3rd year
ALK D INDUSTRIAL INDIVIDUAL	RAYOVAC	8	8	8
928 6V SCREW TRM HD LANTERN BATT	RAYOVAC	40	90	10
KECR2032-1 LITH KYLS ENT BAT CRD 1PK	RAYOVAC	41	11	41
301K 6V LANTERN KRPTN BLB W/BATTS	RAYOVAC	15	1	1
RV1V-HD SPRING TOP BARRICADE	RAYOVAC	154	154	4
<b>BLOCK</b>				
596AB 1NO/1NC AUX CONTACT	ALLEN-BRADLEY	24	24	24
193EIMD A-B OVERLOAD RELAY MOUNTING	ALLEN-BRADLEY	24	24	4
<b>BOARD</b>				
1336L6 A-B 1336-L6 LOGIC	ALLEN-BRADLEY	41	41	41
<b>BOLT</b>				
8668 5/16X18 DBL ARMING BOLT	HUBBELL POWER SYSTEMS	2	2	2
<b>BOX</b>				
TP7010 1G WP BOX W/3 1/2 HUBS	CROUSE HINDS	1	1	1
TP403 4SQ 2-1/8D BOX	CROUSE HINDS	1	1	1
TP7082 1G WP BOX W/3 1IN HUB	CROUSE HINDS	4	14	4
TP7018 1G WP BOX W/3 3/4 HUBS	CROUSE HINDS	4	4	4
TP288 4 OCT 2-1/8D BOX	CROUSE HINDS	1	1	1
TP7088 2G WP BOX W/3 1/2 HUB	CROUSE HINDS	8	8	8
HBL2048V RACEWAY 1-G DEV BOX HBL2000 SERIES IV	HUBBELL WIRING DEVICES	2	2	2
88201W P+S BOX 20/30A 3/4 ANG ALU	HUBBELL WIRING DEVICES	4	4	4
JB11W-A 1-PIECE JUNCTION BOX	PANDUIT CORP	2	2	2
54151-1/2 4 OCTAGON BOX SSSL 15.8CU 1/2-KO	THOMAS & BETTS CORP	2	2	2
E-14-4 3-1/2X2-3/32-1G SW BXNM14CUOLDWORK	THOMAS & BETTS CORP	2	2	2
V5747 1G SHALLOW SWARCPT BOX	WIREMOLD CO	2	2	2
<b>BREAKER</b>				
HOM120 MINI CIRCUIT BREAKER 120/240V 20A	SQUARE D	2	2	2
QOB150 MINI CIRCUIT BREAKER 120/240V 50A	SQUARE D	2	2	2

DESCRIPTION	MANUFACTURER	1st year	2nd year	3rd year
Q08130 MINI CIRCUIT BREAKER 120V 30A	SQUARE D	17,500	17,500	17,500
Q08120 MINI CIRCUIT BREAKER 120/240V 20A	SQUARE D	17,500	17,500	17,500
Q0120 MINI CIRCUIT BREAKER 120/240V 20A	SQUARE D	17,500	17,500	17,500
Q0N38 CIRCUIT BREAKER OEM MNTNG BASE	SQUARE D	27,500	27,500	27,500
<b>BULB</b>				
75WT ROUGH SERVICE, RUBBER COATED	? SYRACUSE	1,211	1,211	1,211
LM2A001 AA MRB MAG	? SYRACUSE	10,500	10,500	10,500
<b>CABLE</b>				
88760 1-PR SHIELDED, PLENUM-RATED	BELDEN	1,360	1,360	1,360
8780 1-PR SHIELDED	BELDEN	1,360	1,360	1,360
<b>CAP</b>				
B1-250JR B1 YELLOW B-CAP 250PC	IDEAL IND	12,992	12,992	12,992
E995G 1-1/4 PVC METER OFFSET	THOMAS & BETTS CORP	19,800	19,800	19,800
E996G-CAR 1-1/4 SVC ENTRANCE CAP	THOMAS & BETTS CORP	2,000	2,000	2,000
SE-CAP-1/2 SERVICE ENTRANCE CAP	?	2,105	2,105	2,105
SE-CAP-1-1/4 SERVICE ENTRANCE CAP	?	2,105	2,105	2,105
<b>CHANNELL</b>				
B22SH-10FT-GRN SLOT CHANNELL	COOPER B-LINE SYSTEMS	360	360	360
B22SHGRN10 SLOT CHANNELL	COOPER B-LINE SYSTEMS	17,000	17,000	17,000
<b>CLAMP</b>				
B2009 ZN (3/4 GRD) PLTD COND CLAMP	COOPER B-LINE SYSTEMS	7,344	7,344	7,344
B2009-3/4-PLTD COND CLAMP	COOPER B-LINE SYSTEMS	2,100	2,100	2,100
B2010-1-PLTD COND CLAMP	COOPER B-LINE SYSTEMS	2,100	2,100	2,100
RAC75HD 3/4 90D GALV CLAMP	CROUSE HINDS	2,100	2,100	2,100
RAC100HD 1IN 90D GALV CLAMP	CROUSE HINDS	2,100	2,100	2,100
E977GC 1-1/4 2H PVC CND CLAMP	THOMAS & BETTS CORP	1,710	1,710	1,710
CLAMP-PVC-1/2 CONDUIT CLAMP	?	1,710	1,710	1,710
CLAMP-PVC-1-1/4 CONDUIT CLAMP	?	1,710	1,710	1,710

DESCRIPTION	MANUFACTURER	1st year	2nd year	3rd year
<b>CLAMPBACK</b>				
CB2 3/4 MALL CLAMPBACK	CROUSE HINDS			
<b>COIL</b>				
CD236 A-B FOR SIZE 3 STARTER	ALLEN-BRADLEY			
CC236 A-B FOR SIZE 2 STARTER	ALLEN-BRADLEY		3	
CB236 A-B FOR SIZE 1 STARTER	ALLEN-BRADLEY			
<b>CONDUIT</b>				
15007-100 3/4 L/T FLEX PVC	THOMAS & BETTS CORP			
1/2-EMT STEEL THINWALL COND	?			
PVC-3 SCH 40 10FT	?			
PVC-2-1/2 SCH40 COND 10FT	?			1 1 1
1/2 ALUM RIGID CONDUIT	?			1
PVC-1-1/4 SCH40 COND 10FT	?	1	1 1	1,09
PVC-2 SCH40 COND 10FT	?			
3/4-EMT STEEL THINWALL COND	?			
2-GALV RIGID CONDUIT	?		1	1
1-1/2 GALV RIGID CONDUIT	?			
PVC-1 SCH40 COND 10FT	?			
PVC-3/4 SCH40 COND 10FT	?			
1-ALUM RIGID CONDUIT	?			
3/4-ALUM RIGID CONDUIT	?	1	1, 21	1
<b>CONDULET</b>				
C25 3/4 ALUM C COND BODY	CROUSE HINDS			
T25 3/4 ALUM T COND BODY	CROUSE HINDS		1	
LR25-CGN 3/4 RGD LR COND BODY CVR&GSK ALM	CROUSE HINDS			
LB25 3/4 ALUM LB COND BODY	CROUSE HINDS	1		
LB15 1/2 ALUM LB COND BODY	CROUSE HINDS			
T15 1/2 ALUM T COND BODY	CROUSE HINDS			1
E987G-CAR 1-1/4 C PVC BODY	THOMAS & BETTS CORP	7		1
LB2-1/2 COND BODY TYPE LB	?	6	1, 2	
C-1-1/4 COND BODY TYPE C	?			

DESCRIPTION	MANUFACTURER	1st year	2nd year	3rd year
<b>CONNECTOR</b>				
O/B•JUG SPRING CONNECTOR ORANGE/BLUE	3M IND TAPE DIV	13.00	13.00	13.00
T/Y•JUG SPRING CONNECTOR TAN/YELLOW	3M IND TAPE DIV	13.00	13.00	13.00
O/B•BULK-PLUS SPRING CONN ORANGE/BLUE	3M IND TAPE DIV	10.25	10.25	10.25
30-273 SIZE 738 ORG WIRE CONN	IDEAL IND / 500	40.50	40.50	40.50
30-652 SIZE 452 RED WIRE CONN	IDEAL IND / 500	20.50	20.50	20.50
30-073 SIZE 738 ORG WIRE CONN	IDEAL IND / 100	10.20	10.20	10.20
30-072 SIZE 728 BLU WIRE CONN	IDEAL IND / 100	8.50	8.50	8.50
30-074 SIZE 748 YEL WIRE CONN	IDEAL IND / 100	10.20	10.20	10.20
30-075 SIZE 768 RED WIRE CONN	IDEAL IND / 100	18.00	18.00	18.00
30-661 SIZE 451 YEL WIRE CONN	IDEAL IND / 500	25.60	25.60	25.60
BSN10-L NYLON-INS BUTT SPLICE	PANDUIT CORP / 50	27.00	27.00	27.00
BSN14-C NYLON-INS BUTT SPLICE	PANDUIT CORP / 100	23.00	23.00	23.00
BSN18-C NYLON-INS BUTT SPLICE	PANDUIT CORP / 100	25.00	25.00	25.00
BSV10X-L VINYL-INS BUTT SPLICE	PANDUIT CORP / 25	20.50	20.50	20.50
BSV14X-C VINYL-INS BUTT SPLICE	PANDUIT CORP / 50	22.00	22.00	22.00
BSV18X-CY VINYL BUTT SPLICE	PANDUIT CORP / 50	21.00	21.00	21.00
C205-0211 CONNECTOR	?	5.00	5.00	5.00
<b>CONTACTOR</b>				
999SX6 CONTACTOR•STARTER AUX CONT	SQUARE D	47.02	47.02	47.02
<b>COUPLING</b>				
480 1/2 STL 8/8CR EMT	CROUSE HINDS	.57	.57	.57
191 3/4 MALL 3PC COND CPLG	CROUSE HINDS	.75	.75	.75
193 1-1/4 MALL 3PC COND CPLG	CROUSE HINDS	1.03	1.03	1.03
COUP-2 SCH40	?	.81	.81	.81
COUP-3 SCH40	?	1.18	1.18	1.18
3/4-ALUM-COND COUPLING	?	.70	.70	.70
509BOD A-B SIZE 1	ALLEN-BRADLEY	112.00	112.00	112.00
509COD A-B SIZE 2	ALLEN-BRADLEY	112.00	112.00	112.00
<b>COVER</b>				
TP7240 1G WP GFI DEVICE COVER	CROUSE HINDS	.65	.65	.65

DESCRIPTION	MANUFACTURER	1st year	2nd year	3rd year
DS100G SNGL GN BLANK CST ALUM W/GASKET	CROUSE HINDS	1.25	1.25	1.25
TP472 4SQ FLAT BLANK COVER	CROUSE HINDS	1.10	1.10	1.10
TP608 BLANK UTILITY COVER	CROUSE HINDS	1.10	1.10	1.10
TP7189 1G WP DPLX RCPT COVER	CROUSE HINDS	11.00	11.00	11.00
TP7207 1G WP DPLX RCPT COVER	CROUSE HINDS	11.00	11.00	11.00
TP7202 1G WP SGL RCPT COVER	CROUSE HINDS	1.14	1.14	1.14
TP7218 1G WP SGL RCPT COVER	CROUSE HINDS	1.14	1.14	1.14
250 3/4 ALUM COND BODY COVER	CROUSE HINDS	1.00	1.00	1.00
TP7252 2G WP GFI DEVICE COVER	CROUSE HINDS	1.00	1.00	1.00
S8 WALLPLATE 1-G DUP SS	HUBBELL WIRING DEVICES	1.00	1.00	1.00
SS1 WALLPLATE 1-G SWITCH SS	HUBBELL WIRING DEVICES	1.00	1.00	1.00
SS8 WALLPLATE 1-G DUP SS	HUBBELL WIRING DEVICES	1.00	1.00	1.00
11689 BLANK COVER 1/2IN	MULBERRY METAL PROD	1.75	1.75	1.75
11700 BLANK COVER 3/4"	MULBERRY METAL PROD	1.75	1.75	1.75
WDGF100-C 2 GANG DUPLEX GFI	THOMAS & BETTS CORP	1.75	1.75	1.75
<b>FLASHLIGHT</b>				
M2A01H MINI-MAG WITH HOLSTER	?	1.00	1.00	1.00
<b>FIXTURE</b>				
RCL-80E 80W INDUCTION ROUND CANOPY	MHT	1.00	1.00	1.00
RCK40E INDUCTION	MHT	1.00	1.00	1.00
<b>FUSE</b>				
OMM-B-44/100 FUSE	COOPER BUSSMANN, INC	1.00	1.00	1.00
FRN-R-25 FUSETRON DUAL-ELEMENT CLASS RK5	COOPER BUSSMANN, INC	1.00	1.00	1.00
FRS-R-8-1/4 FUSETRON DUAL ELEMENT CLASS R	COOPER BUSSMANN, INC	1.00	1.00	1.00
FNQ-R-1 CLASS CC TIME DELAY	COOPER BUSSMANN, INC	1.00	1.00	1.00
NON-3 BUSS ONE TIME FUSE	COOPER BUSSMANN, INC	1.00	1.00	1.00
GMA-100MA BUSS SMALL DIMENSION FUSE	COOPER BUSSMANN, INC	1.00	1.00	1.00
170M5610 SQ BODY SEMI-COND FUSE	COOPER BUSSMANN, INC	1.00	1.00	1.00
ATRO2 FERRAZ ATRO2, 2A	GOULD	1.00	1.00	1.00
ATRO1 FERRAZ ATRO1, 1A	GOULD	1.00	1.00	1.00
ATRO3 1/2 FERRAZ ATRO3-1/2, 3-1/2A	GOULD	1.00	1.00	1.00

DESCRIPTION	MANUFACTURER	1st year	2nd year	3rd year
ATRO5 FERRAZ ATRO5, 5A	GOULD	8.50	8.50	8.50
FNMT BUSSMAN	BUSSMAN	8.50	8.50	8.50
KTKR10 BUSSMAN	BUSSMAN	15.00	15.00	15.00
GMA-1A BUSS SMALL DIMENSION FUSE	COOPER BUSSMANN, INC	1.00	1.00	1.00
FRS-R7 FUSETRON DUAL ELEMENT CLASS R	COOPER BUSSMANN, INC	15.00	15.00	15.00
FRN-R60 FUSETRON DUAL ELEMENT CLASS RKS	COOPER BUSSMANN, INC	10.00	10.00	10.00
GDE-1107	?	16.05	16.05	16.05
70-065-065.5 SIBA FUSE 5 AMP 500VOLT	?	7.25	7.25	7.25
<b>GASKET</b>				
11721 3/4 COND BODY GASKET	MULBERRY METAL PROD	.73	.73	.73
11720 1/2 COND BODY GASKET	MULBERRY METAL PROD	.57	.57	.57
<b>LAMP</b>				
F48T12/CW 48IN SLIMLINE CW LAMP	GENERAL ELEC LIGHTING	3.50	3.50	3.50
F32T8/SP41/ECO FLOURESCENT LAMP	GENERAL ELEC LIGHTING	2.25	2.25	2.25
F96T12/CW/WM15PK 96IN SLIM LAMP	GENERAL ELEC LIGHTING	4.01	4.01	4.01
MVR250/U MULTI-VAPOR E28 CLEAR LAMP	GENERAL ELEC LIGHTING	10.25	10.25	10.25
MVR175/U MULTI-VAPOR E28 CLEAR LAMP	GENERAL ELEC LIGHTING	8.89	8.89	8.89
100A48PK120 A19 MED IF LAMP	GENERAL ELEC LIGHTING	3.20	3.20	3.20
F96T12/CW/HO/WM15PK LAMP	GENERAL ELEC LIGHTING	34.75	34.75	34.75
F96T12/CW/WM/ECO FLOURESCENT LAMP	GENERAL ELEC LIGHTING	3.75	3.75	3.75
FL26HT3/2827 COMPACT FLOURESCENT LAMP	GENERAL ELEC LIGHTING	4.11	4.11	4.11
R34CW/RS/WM/ECO	GENERAL ELEC LIGHTING	3.80	3.80	3.80
RF24T12/CW/HO 24IN HI-OUT WHITE LAMP	GENERAL ELEC LIGHTING	13.20	13.20	13.20
F35CW/L/8/WM	GENERAL ELEC LIGHTING	2.50	2.50	2.50
F26DBX/841/ECO4P COMPACT FLOUR ECO LAMP	GENERAL ELEC LIGHTING	2.53	2.53	2.53
MVR100/U/MED MH LAMP	GENERAL ELEC LIGHTING	14.00	14.00	14.00
Q500T3/CL120 QTZ LAMP	GENERAL ELEC LIGHTING	2.21	2.21	2.21
MVR400/U MULTI-VAPOR E37 LAMP	GENERAL ELEC LIGHTING	20.11	20.11	20.11
MVR700/U/MED MH LAMP	GENERAL ELEC LIGHTING	10.35	10.35	10.35
F26DBXT4/SPX41 FLOURESCENT LAMP	GENERAL ELEC LIGHTING	4.03	4.03	4.03
F32T8/SPX41/ECO FLOURESCENT LAMP	GENERAL ELEC LIGHTING	3.15	3.15	3.15
P24T12/CW/HO 24IN HI-OUT WHITE LAMP	GENERAL ELEC LIGHTING	2.90	2.90	2.90
100A/S-120V-24PK120 CAND LAMP	GENERAL ELEC LIGHTING	1.10	1.10	1.10

DESCRIPTION	MANUFACTURER	1st year	2nd year	3rd year
75A67WM120 67W WATT-MISER LAMP	GENERAL ELEC LIGHTING	1.75	1.75	1.75
100AWLL24PK120 41289 A-LINE INCANDESCENT	GENERAL ELEC LIGHTING	1.12	1.12	1.12
FLE28QBXA/627 FLOURESCENT LAMP	GENERAL ELEC LIGHTING	1.12	1.00	1.12
F13D8X23T4/SPX35 08L BIAK LAMP	GENERAL ELEC LIGHTING	2.50	2.50	2.50
85R30/FLM-8PK120 FLOOD LAMP	GENERAL ELEC LIGHTING	2.50	2.50	2.50
F96T/SP41 FLOURESCENT LAMP	GENERAL ELEC LIGHTING	1.11	1.11	1.11
F17T/SP41/ECO FLOURESCENT LAMP	GENERAL ELEC LIGHTING	2.25	2.25	2.25
F34CW/RSWM/ECO	GENERAL ELEC LIGHTING	2.25	2.25	2.25
F48T12/CW/HO 48IN HI-OUT WHITE LAMP	GENERAL ELEC LIGHTING	4.11	4.11	4.11
LU250 HPS LUCALOX 250W LAMP	GENERAL ELEC LIGHTING	7.1	7.1	7.1
75SUNIT T3-1/4 MINI BAY 6.3 LAMP	GENERAL ELEC LIGHTING	2.25	2.25	2.25
8S8TRAY120 S8 CAND CLEAR LAMP	GENERAL ELEC LIGHTING	2.25	2.25	2.25
F28DBXT4SPX41/4P FLOURESCENT LAMP	GENERAL ELEC LIGHTING	2.25	2.25	2.25
F32T8/SP35/ECO FLOURESCENT LAMP	GENERAL ELEC LIGHTING	4.11	4.11	4.11
1950LP25/TS130 TRAFFIC SIGNAL LAMP	GENERAL ELEC LIGHTING	4.11	4.11	4.11
89A21/TS130 A21 MED LAMP	GENERAL ELEC LIGHTING	1.6	1.6	1.6
89A21/TS120 A21 MED LAMP	GENERAL ELEC LIGHTING	1.6	1.6	1.6
LU150/55 HPS LUCALOX 2000 LAMP	GENERAL ELEC LIGHTING	1.1	1.1	1.1
FLE20HT3/2/XL CFL LAMP 20W X-LONG LIFE	GENERAL ELEC LIGHTING	5.77	5.77	5.77
F36T12/O/HO 36IN HO DAYLIGHT LAMP	GENERAL ELEC LIGHTING	4.11	4.11	4.11
QF600 500W QTZ FLOOD W/LP	RAB ELEC MFG CO INC	71.11	71.11	71.11
MP250W/BUNV3/PS 64658	VENTURE LIGHTING	4.11	4.11	4.11
MS175/B/IPS 68475	VENTURE LIGHTING	4.11	4.11	4.11
MH100W/J/PS 27266	VENTURE LIGHTING	4.11	4.11	4.11
WP40E INDUCTION WALL-PAK 40W	MHT	4.11	4.11	4.11
WP80E INDUCTION WALL-PAK 80W	MHT	4.11	4.11	4.11
RCL40E INDUCTION ROUND CANOPY 40W	MHT	4.11	4.11	4.11
<b>LIGHT</b>				
600HQT10G A-B LED PILOT, GREEN, 120V	ALLEN-BRADLEY	1.12	1.12	1.12
<b>LOCKNUT</b>				
1-1/4 STEEL LOCKNUT	CROUSE HINDS	1.12	1.12	1.12
3IN STEEL LOCKNUT	CROUSE HINDS	1.12	1.12	1.12
1IN STEEL LOCKNUT	CROUSE HINDS	1.12	1.12	1.12

DESCRIPTION	MANUFACTURER	1st year	2nd year	3rd year
1-1/2 STEEL LOCKNUT	CROUSE HINDS	1.75	1.75	1.75
PSL-1A JAW LOCKNUT	PANOUT CORP	11.25	11.25	11.25
<b>MODULE</b>				
1000NY41R 120V DSA	ALLEN-BRADLEY	350.20	350.20	350.20
1000NY42R 24V DSA	ALLEN-BRADLEY	350.20	350.20	350.20
<b>OVERLOAD</b>				
592EC2CC A-B E3+ 6-25A	ALLEN-BRADLEY	875.80	875.80	875.80
582EC28C E3+ 3-15A	ALLEN-BRADLEY	875.80	875.80	875.80
582EC20C 9-45A	ALLEN-BRADLEY	875.80	875.80	875.80
<b>PHOTO CONTROL</b>				
K4123C 208-277 V 50/60 HZ 3100-4100 WATT	INTERMATIC INC	15.03	15.03	15.03
LC4521C 120V 50/60 HZ 1000WATT INTIN LOCKING	INTERMATIC INC	2.10	2.10	2.10
K4121C 120V 50/60HZ 1600WATT INTIN STEM MOU	INTERMATIC INC	7.92	7.92	7.92
K4221C 120V50/60 HZ 1600WATT INTIN SWIVEL M	INTERMATIC INC	10.51	10.51	10.51
3000 120V 1500W SPST FLUSH MOUNTING	TORK, INC	25.82	25.82	25.82
2101 120V 2000W SPST CONDUIT COUJNT DIE CAST	TORK, INC	22.92	22.92	22.92
5001S 105-130V 1200W DELAYED RESPONSE	TORK, INC	14.01	14.01	14.01
<b>PLUG</b>				
HBL21415B HLOCK PLUG 3P4W 30A 600V	HUBBELL WIRING DEVICES	105.61	105.61	105.61
HBL5985VY VALISE PLUG 15A 125V 5-15P YL	HUBBELL WIRING DEVICES	5.05	5.05	5.05
HBL5268C PLUG 15A 125V 5-15P B/W	HUBBELL WIRING DEVICES	11.23	11.23	11.23
HBL2311SW LKO WT 3/SHRD 20A 125V L5-20P	HUBBELL WIRING DEVICES	5.80	5.80	5.80
84215405 A-B DEVICENET	ALLEN-BRADLEY	150.20	150.20	150.20
<b>PUSH BUTTON</b>				
ZB4B02 FLUSH PUSH ON/PUSH OFF NON-ILLUM BLACK	SQUARE D	13.75	13.75	13.75
ZB4BZ105 BLK ASSM	SQUARE D	3.07	3.07	3.07
XAPG19201 PUSHBUTTON ENCLOSURE 30MM XAP +OPTIONS	SQUARE D	3.11	3.11	3.11

DESCRIPTION	MANUFACTURER	1st year	2nd year	3rd year
<b>RECEPTACLE</b>				
CT5382I PLT SCR ASSMT	HUBBELL WIRING DEVICES			
CR5362 DUP RCPT CONST GRD 20A125V 5-20R BR	HUBBELL WIRING DEVICES	4	4	4
CR20I DUP RCPT COMM GRD 20A 125V 5-20R IV	HUBBELL WIRING DEVICES	4	1	1
HBL2315 LKG FLG-INLT 20A 125V L5-20P WH	HUBBELL WIRING DEVICES		7	
GFR5352A GFCI RCPT COMM GRD20A 125V5-20R	HUBBELL WIRING DEVICES			
GFR5352A GFCI RCPT COMM GRF20A 125V5-20R	HUBBELL WIRING DEVICES			
HBL5266C PLUG 15A 125V 5-15P B/W	HUBBELL WIRING DEVICES		1	1
CR5362W DUP RCPT CONST GRD 20A125V 5-20R	HUBBELL WIRING DEVICES			
GFR5352L 20A 125V COMM GFCI BRWN LED	HUBBELL WIRING DEVICES			
HBL20405 W/PROOF COVER FOR HBL20403/20443	HUBBELL WIRING DEVICES	1	1	
7401008 STR MALE DCG .37-.50 1/2 W/MESH	HUBBELL WIRING DEVICES	1		
CR5362I STD PWR 4LP DUAL VLT BLST	HUBBELL WIRING DEVICES			
49888-I TAP	LEVITON MANU			
<b>RELAY</b>				
8501KP12V20 RELAY 240VAC 10AMP TYPE K PLUS OPTIONS	SQUARE D			
8501KP12P14V20 RELAY 240VAC 10AMP TYPE K PLUS OPTIONS	SQUARE D			
8501DPD12P14V53 RELAY 240VAC 10AMP TYPE K PLUS OPTIONS	SQUARE D			
8501KP12V14 RELAY 240VAC 10AMP TYPE K PLUS OPTIONS	SQUARE D			
8501NR51 RELAY SOCKET 600VAC 10A TYPE K PLUS OPTIONS	SQUARE D			
8501NR61 RELAY SOCKET 600VAC 5A TYPE K PLUS OPTIONS	SQUARE D			
8501NR51B RELAY SOCKET 600VAC 10A TYPE K PLUS OPTIONS	SQUARE D			
700CF400D 4NO INDUSTRIAL CONTROL	ALLEN-BRADLEY			
700HA32A2434 A-B GEN PURP. 24VDC, DPDT	ALLEN-BRADLEY		4	
700HA32A134 A-B GEN PURP. 120VAC, DPDT	ALLEN-BRADLEY		5	

DESCRIPTION	MANUFACTURER	1st year	2nd year	3rd year
<b>SEAL</b>				
AS075 3/4 OT KO SEAL	HOFFMAN ENG	10.82	10.82	10.82
AS100 1IN OT KO SEAL	HOFFMAN ENG	12.19	12.19	12.19
AS150 1-1/2 OT KO SEAL	HOFFMAN ENG	16.25	16.25	16.25
AS200 2IN OT KO SEAL	HOFFMAN ENG	17.86	17.86	17.86
AS300 3IN OT KO SEAL	HOFFMAN ENG	25.10	25.10	25.10
<b>STRAP</b>				
200 1/2 1H 8TL EMT STRAP	CROUSE HINDS	7.60	7.60	7.60
496-3 1/2 RGD 2 HOLE STRAP	CROUSE HINDS	16.51	16.51	16.51
496-4 3/4 RGD 2 HOLE STRAP	CROUSE HINDS	16.76	16.76	16.76
511 3/4 1H MALL COND STRAP	CROUSE HINDS	5.01	5.01	5.01
B2008SS4 1/2" RIGID STAINLESS STEEL STRUT	B-LINE	7.50	7.50	7.50
B2009SS4 1/4" RIGID STAINLESS STEEL STRUT	B-LINE	4.24	4.24	4.24
B2010SS4 1" RIGID STAINLESS STEEL STRUT	B-LINE	5.08	5.08	5.08
<b>STRUT</b>				
B228H1206S4 B-LINE STAINLESS STEEL	B-LINE	156.94	156.94	156.94
<b>SWEEP</b>				
ELL-80-3 SCH40	?	13.64	13.64	13.64
ELL-80-2 SCH40	?	12.17	12.17	12.17
ELL-45-3 SCH40	?	15.54	15.54	15.54
ELL-80-1 SCH40	?	11.77	11.77	11.77
<b>SWITCH</b>				
CS1222 DP TOG CONST GRD 20A 120/277V BR	HUBBELL WIRING DEVICES	9.15	9.15	9.15
CS1221I SP TOG CONST GRD 20A 120/277V IV	HUBBELL WIRING DEVICES	7.51	7.51	7.51
CS120I SP TOG SPC GRADE 20A 120/277V IV	HUBBELL WIRING DEVICES	1.90	1.90	1.90
CS1221W SP TOG CONST GRD 20A 120/277V WH	HUBBELL WIRING DEVICES	7.20	7.20	7.20
HBL1221 SP TOG IND GRD 20A 120/277V BR	HUBBELL WIRING DEVICES	5.52	5.52	5.52
HBL1222 DP TOG IND GRD 20A 120/277V BR	HUBBELL WIRING DEVICES	8.60	8.60	8.60
A800HJR2 A-B 800H 3-POS SELECTOR	ALLEN-BRADLEY	12.19	12.19	12.19

DESCRIPTION	MANUFACTURER	1st year	2nd year	3rd year
<b>SUPPRESSOR</b>				
599K04 A-B K04 SURGE	ALLEN BRADLEY	127.01	127.01	127.01
<b>TAPE</b>				
33-SUPER-3/4X66FT VINYL TAPE	3M IND TAPE DIV	4.51	4.51	4.51
130C-3/4X30FT LINERLESS RUBBER TAPE	3M IND TAPE DIV	1.27	1.27	1.27
68-SUPER-3/4X66FT TAPE	3M IND TAPE DIV	2.23	2.23	2.23
1700-3/4X66FT-1 5 CORE TAPE	3M IND TAPE DIV	4	4	4
88T 3/4X80FT VINYL TAPE	3M IND TAPE DIV	2.23	2.23	2.23
2200-B-1/2X4-12 VINYL MASTIC TAPE	3M IND TAPE DIV	5.4	5.4	5.4
TTS-20R0 TAK-TAPE 20FT ROLL	PANDUIT CORP	21.24	21.24	21.24
<b>TERMINAL</b>				
PV14-8F-C FORK TERMINAL	PANDUIT CORP	1.43	1.43	1.43
DV14-250MB-C DISCONNECT	PANDUIT CORP	1.27	1.27	1.27
DV18-250MB-CY DISCONNECT	PANDUIT CORP	1.27	1.27	1.27
DNFR14-250FIB-C DISCONNECT	PANDUIT CORP	1.27	1.27	1.27
DV10-250-L DISCONNECT	PANDUIT CORP	1.27	1.27	1.27
PV18-8F-CY TERM FORK VINYL INS	PANDUIT CORP	1.27	1.27	1.27
PN10-14F-L FORK TERMINAL	PANDUIT CORP	1.27	1.27	1.27
PV14-P47-C TERMINAL	PANDUIT CORP	1.27	1.27	1.27
PV14-6F-C FORK TERMINAL	PANDUIT CORP	1.27	1.27	1.27
DV14-250B-C DISCONNECT	PANDUIT CORP	1.27	1.27	1.27
DV18-250B-CY DISCONNECT FEMALE VINYL	PANDUIT CORP	1.27	1.27	1.27
PN10-14R-L RING TERMINAL	PANDUIT CORP	1.27	1.27	1.27
DV18-250B-C FEM DISCONNECT BULK-PK	PANDUIT CORP	1.27	1.27	1.27
RB14-6F 18-14 INS SPADE	THOMAS & BETTS CORP	1.27	1.27	1.27
RA18-6F 22-18 INS SPADE	THOMAS & BETTS CORP	1.27	1.27	1.27
RA18-10F INS NYL FORK TERM 22-18 #10 RED	THOMAS & BETTS CORP	1.27	1.27	1.27
3044571 UT 4-QUATTRO	PHOENIX	1.27	1.27	1.27
3044102 UT 4	PHOENIX	1.27	1.27	1.27
<b>TIMER</b>				
SLA-480-AFE	AUTOMATIC TIMING & CNTRL	65.77	65.77	65.77

DESCRIPTION	MANUFACTURER	1st year	2nd year	3rd year
ST01C 7 DAY PROG DIG WALL SWITCH TIMER	INTERMATIC INC	25.04	25.04	25.04
WP1030MC CLAM PACK 2 GANG OR 1 GANG 3-1/8"	INTERMATIC INC	20.00	20.00	20.00
ET104C NEMA 1-120-277V 50/60 HZ DPST	INTERMATIC INC	105.11	105.11	105.11
T101 NEMA 1-125 V SPST	INTERMATIC INC	48.11	48.11	48.11
3000 120V 1500W SPST FLUSH MOUNTING	TORK, INC	22.82	22.82	22.82
<b>TRANSFORMER</b>				
1497CBA5XON A-B 130VA CONTROL	ALLEN-BRADLEY	66.95	66.95	66.95
<b>UNIT</b>				
1201HA2 A-B LCD DRIVE PROGRAMMER	ALLEN-BRADLEY	51.22	51.22	51.22
5603593 PLC-RSC-120UC/21/SO46 CONTACT	PHOENIX	5.70	5.70	5.70
2980319 PLC-RSC-120UC/21/SO46 BASE	PHOENIX	4.10	4.10	4.10
2961118 REL-MR-60DC-21 RELAY	PHOENIX	15.33	15.33	15.33
<b>WIRE</b>				
SOOW-10-4-BLK-250CN 90DEG C 600V	?	1.01	1.01	1.01
THHN-8-STR-BLK-5000R 19 STRND 600V 90DEG CU	?	1.90	1.90	1.90
THHN-3-STR-BLK-9000R 18 STRND 600V 90DEG CU	?	1.40	1.40	1.40
THHN-6-STR-GRN-500S 19STR 600V 90DE CU	?	22.18	22.18	22.18
THHN-12-STR-BLK-500S 19STR 600V 90DE CU	?	104.96	104.96	104.96
THHN-12-STR-WHT-500S 19STR 600V 90DE CU	?	104.96	104.96	104.96
THHN-12-STR-GRN-500S 19STR 600V 90DE CU	?	104.96	104.96	104.96
TFFN-16-STR-RED-500S 28STR 600V 90DE CU	?	29.83	29.83	29.83
THHN-12-STR-RED-500S 19STR 600V 90DE CU	?	104.96	104.96	104.96
THHN-8-STR-GRN-500S 19STR 600V 90DE CU	?	132.06	132.06	132.06
THHN-8-STR-BLK-5000R 19 STR 600V 90DE CU	?	132.06	132.06	132.06
THHN-10-STR-BLK-500S 19 STR 600V 90DE CU	?	150.35	150.35	150.35
THHN-10-STR-RED-500S 19 STR 600V 90DE CU	?	150.35	150.35	150.35
THHN-10-STR-GRN-500S 19 STR 600V 90DE CU	?	150.35	150.35	150.35
TFFN-16STR-WHT-500S 28 STR 600V 90DE CU	?	60.70	60.70	60.70
TFFN-16-STR-YEL-500S 28 STR 600V 90DE CU	?	60.70	60.70	60.70
TFFN-16-STR-GRY-500S 26 STR 600V 90DE CU	?	60.70	60.70	60.70
TFFN-16-STR-BLU-600S 28 STR 600V 90DE CU	?	60.70	60.70	60.70

DESCRIPTION	MANUFACTURER	1st year	2nd year	3rd year
TFFN-16-STR-RED-500S 26 STR 800V 90DE CU	?	20,20	20,20	20,20
TFFN-16-STR-ORN-500S 28 STR 800V 90DE CU	?	20,20	20,20	20,20
THHN-14-STR-BLK-500S 19 STR 600V 90DE CU	?	11,41	11,41	11,41
THHN-14-STR-WHT-500S 19 STR 600V 90DE CU	?	11,41	11,41	11,41
THHN-14-STR-GRN-500S 19 STR 600V 90DE CU	?	11,41	11,41	11,41
THHN-12-SOL-BLU-2500R SOLID COND 600V 90DE	?	11,41	11,41	11,41
BARE-CU-SD-6-7STR-315S	?	11,41	11,41	11,41
20-4-TRAFFIC CABLE (601340)	?	11,41	11,41	11,41
2C18FS-CMP-NA-RFA-BED 6300FE 8771000	BELDEN	1,17	1,17	1,17
4C18FS-CMP-NA-RFA-BED 6302FE 877U1000	BELDEN	1,17	1,17	1,17
RG6-NP-60-FA-FN-R-BED 9116 0101000	BELDEN	1,17	1,17	1,17
IMSA14-12/20-1-STR2500R 901200 0105000	BELDEN	1,17	1,17	1,17
IMSA 14-7/20-1-STR-5K-BED	BELDEN	1,17	1,17	1,17
IMSA 14-7/20-1	HOUSTON WIRE & CABLE	1,17	1,17	1,17
IMSA 20-1 14GA 9 COND STRD	HOUSTON WIRE & CABLE	1,17	1,17	1,17
IMSA 20-1 5STRAND 12GA/3COND	HOUSTON WIRE & CABLE	1,17	1,17	1,17
IMBA 20-1 5STRAND 5 GA 2 COND	HOUSTON WIRE & CABLE	1,17	1,17	1,17
IMSA 20-1 5STRAND 14GA 7 COND	HOUSTON WIRE & CABLE	1,17	1,17	1,17
IMSA 20-1 14/16 STR	HOUSTON WIRE & CABLE	1,17	1,17	1,17
14-07-STRIM SA20-1	HOUSTON WIRE & CABLE	1,17	1,17	1,17
IM2011477	OMNI CABLE CORP	1,17	1,17	1,17
IMSA 20-1 14GA/12C STRANDED	OMNI CABLE CORP	1,17	1,17	1,17
IMSA 20-1 12/3 STR	OMNI CABLE CORP	1,17	1,17	1,17
IM2010602	OMNI CABLE CORP	1,17	1,17	1,17
5EBSWF-4P24-R-5K-ESS 04-003-54	SUPERIOR ESSEX COMM	1,17	1,17	1,17
3P2P24-GY-P-ESS-PP 16-041-38	SUPERIOR ESSEX COMM	1,17	1,17	1,17
<b>WIRE CONNECTOR</b>				
08+JUG 3RING CONN ORANGE/BLUE (JUG)	3M IND TAPE DIV	1,17	1,17	1,17
17+JUG 3RING CONN TANYELLOW (JUG)	3M IND TAPE DIV	1,17	1,17	1,17
30-852 SIZE 452 RED WIRE CONN	3M IND TAPE DIV	1,17	1,17	1,17
30-851 SIZE 451 YELLOW WIRE CONN	3M IND TAPE DIV	1,17	1,17	1,17
30-273 SIZE 738 ORANGE WIRE CONN	3M IND TAPE DIV	1,17	1,17	1,17
30-074 SIZE748 YELL OW WIRE CONN	3M IND TAPE DIV	1,17	1,17	1,17
30-454 SIZE 454 BLUE WIRE CONN	3M IND TAPE DIV	1,17	1,17	1,17

DESCRIPTION	MANUFACTURER	1st year	2nd year	3rd year
B1-250JR 81 YELLOW B-CAP	3M IND TAPE DIV / 100	11.91	11.91	11.91
30-073 SIZE 73B ORANGE WIRE CONN	3M IND TAPE DIV / 100	9.20	9.20	9.20
30-072 SIZE 72B BLUE WIRE CONN	3M IND TAPE DIV / 100	9.20	9.20	9.20
30-076 SIZE 76B RED WIRE CONN	3M IND TAPE DIV / 100	17.03	17.03	17.03

VENDOR TO COMPLETE THIS SECTION - TOTAL PER YEAR ----->

\$ 12,094.21    \$ 12,094.21    \$ 12,094.21



RESOLUTION NO.: 210258  
 PRESENTED: JUN - 6 2021  
 ADOPTED: \_\_\_\_\_

PROPOSAL# 20-514

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO ACE-SAGINAW PAVING CO. FOR ADDITIONAL ASPHALT PAVING MATERIALS**

WHEREAS, the Water and Sewer divisions use CP6 cold patching materials for temporary repairs to the water and sewer systems. These divisions recommend to extend the contract with Ace Saginaw Asphalt for additional asphalt paving materials.

Account Number	Account Name	Amount
590-540.208-782.000	Asphalt - Outside	\$6,150.00
591-540.202-782.000	Asphalt - Outside	850.00
591-540.202-752.000	Supplies	4,000.00
	<b>FY2021 GRAND TOTAL</b>	<b>\$11,000.00</b>

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to extend the contract with Ace Saginaw Asphalt to provide additional asphalt paving materials for FY2021 for the amount of \$11,000.00 and a contract total amount of \$793,188.00 under the same terms and conditions.

APPROVED AS TO FORM:

Angela Wheeler  
Angela Wheeler (May 25, 2021 17:34 EDT)  
 Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

Shelbi Frayer  
shelbi frayer (May 25, 2021 09:04 EDT)  
 Shelbi Frayer, Chief Financial Officer

FOR THE CITY OF FLINT:

Clyde D Edwards  
CLYDE D EDWARDS (May 27, 2021 13:33 EDT)  
 Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

\_\_\_\_\_  
 Kate Fields, City Council President

APPROVED AS TO PURCHASING:

Jennifer Ryan  
Jennifer Ryan (May 25, 2021 15:26 EDT)  
 Jenn Ryan, Deputy Finance Director





## CITY OF FLINT

**WILL YOUR DEPARTMENT NEED A CONTRACT? YES  NO**

*(If yes, please indicate how many years for the contract)* YEARS

**WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal)**

**BUDGET YEAR 1**

**BUDGET YEAR 2**

**BUDGET YEAR 3**

**OTHER IMPLICATIONS (i.e., collective bargaining):**

**STAFF RECOMMENDATION: (PLEASE SELECT):  APPROVED  NOT APPROVED**

**DEPARTMENT HEAD SIGNATURE:**

*Paul Simpson*

Paul Simpson, Water Distribution Supervisor

CITY OF FLINT



PROPOSAL#21000514

RESOLUTION NO: 200375  
 PRESENTED: SEP 14 2020  
 ADOPTED: SEP 14 2020

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO ACE SAGINAW PAVING COMPANY FOR ASPHALT PAVING MATERIALS**

On June 10, 2019, the Proper City Officials approved to issue a purchase order to Ace Saginaw Asphalt, 115 S. Averill Ave., Flint, Michigan 48506, for Asphalt Paving Materials (Resolution #190221) in the amount of \$424,400.00 for the first of a two-year proposal.

Ace Saginaw Paving was the responsive bidder out of four solicitations. On July 21, 2020, an emergency purchase order (#20-002593) was issued in the amount of \$74,000.00 for asphalt paving materials to repair hazardous conditions in the roadway.

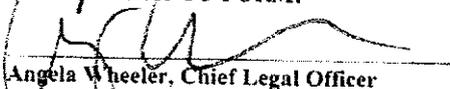
The Department of Public Work has requested the second year of asphalt paving materials through June 30, 2021 in the amount of \$283,788.00.

Funding for said services are available in the budget for FY21 (07/01/20 – 06/30/21):

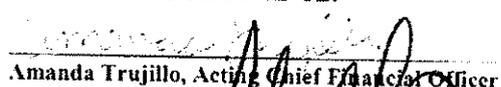
Account Number	Account Name	Amount
202-449.201-782.000	Asphalt - Major	\$ 95,000.00
203-449.201-782.000	Asphalt - Locals	\$142,500.00
202-449.203-782.000	Asphalt - Major Winter	\$ 13,400.00
203-449.203-782.000	Asphalt - Local Winter	\$ 12,155.00
202-449.211-782.000	Asphalt - Water Major	\$ 8,829.00
203-449.211-782.000	Asphalt - Water Locals	\$ 11,904.00
<b>FY21 (07/01/20 – 06/30/21) Total</b>		<b>\$ 283,788.00</b>

IT IS RESOLVED, that the Proper City Officials, are hereby authorized to do all things necessary to enter into a contract with Ace Saginaw Asphalt for Asphalt Paving Materials for FY21 (07/01/20 06/30/21) in the amount of \$283,788.00 and for an aggregate total of \$782,188.00.

APPROVED AS TO FORM:

  
 Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

  
 Amanda Trujillo, Acting Chief Financial Officer

FOR THE CITY OF FLINT:

  
 Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

  
 Monica Galloway, City Council President

APPROVED AS TO PURCHASING:

  
 Joyce A. McClane, Purchasing Manager



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 08/26/20 (NEW SR ADDED WITH NEW TOTALS)

BID/PROPOSAL#

AGENDA ITEM TITLE: Ace Saginaw Paving Co. - Asphalt Material for FY21

PREPARED BY Betty Wideman - Transportation Street Maintenance (Please type name and Department)

VENDOR NAME: Ace Saginaw Paving Co

BACKGROUND/SUMMARY OF PROPOSED ACTION:

For asphalt material to repair hazardous conditions in the roadway, i.e. potholes, road cuts, water cuts

FINANCIAL IMPLICATIONS: None

BUDGETED EXPENDITURE? YES [X] NO [ ] IF NO, PLEASE EXPLAIN:

Table with 5 columns: Dept., Name of Account, Account Number, Grant Code, Amount. Rows include Streets Asphalt with various account numbers and a total of \$283,788.00.

PRE-ENCUMBERED? YES [X] NO [ ] REQUISITION NO: 200003446 (Budgeted)

ACCOUNTING APPROVAL: \_\_\_\_\_ Date: \_\_\_\_\_

190221

(Proposal No. 20000514)

SUBMISSION NO.: \_\_\_\_\_

PRESENTED: 6-10-2019

ADOPTED: 6-10-2019

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO ACE-SAGINAW PAVING CO. FOR ASPHALT PAVING MATERIALS**

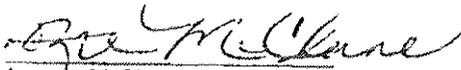
**RESOLUTION**

The Department of Purchases and Supplies has solicited a proposal for asphalt paving materials as requested by various departments; and

Ace-Saginaw Paving Co., 115 S Averill Ave., Flint, MI was the sole bidder from four solicitations for said requirements. The funding for this request will come from the following account numbers: 202-449.201-782.000 (\$55,000.00), 202-449.203-782.000 (\$16,500.00), 202-449.211-782.000 (\$11,400.00), 203-449.201-782.000 (\$255,000.00), 203-449.203-782.000 (\$10,500.00), 203-449.211-782.000 (\$16,000.00), 590-540.208-782.000 (\$25,000.00), 591-540.202-782.000 (\$35,000.00); and

IT IS RESOLVED, Department of Purchases and Supplies is to issue purchase orders to Ace-Saginaw Paving Co for asphalt paving materials in an amount not to exceed \$424,400.00. (Major Street Fund, Local Street Fund, Sewer Fund, Water Fund) pending adoption of the FY20 budget

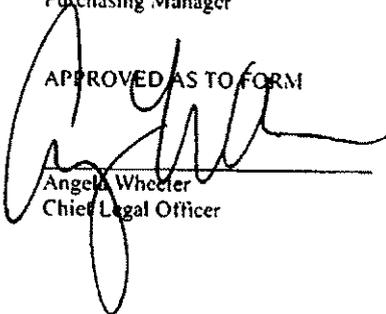
APPROVED PURCHASING DEPT.:

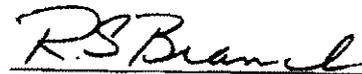
  
Joycu A. McClane  
Purchasing Manager

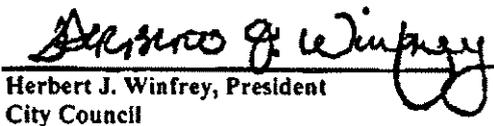
APPROVED AS TO FINANCE

  
Tamar A. Lewis  
Deputy Finance Director

APPROVED AS TO FORM

  
Angela Wheeler  
Chief Legal Officer

  
Steve Branch, City Administrator

  
Herbert J. Winfrey, President  
City Council

## RESOLUTION STAFF REVIEW

**DATE:** May 23, 2019

**Agenda Item Title:** Purchase of asphalt materials from Ace Asphalt for paving and patching of city streets.

**Prepared By:** Betty Wideman

**Background/Summary of Proposed Action:** The purchase of asphalt materials for FY20 is necessary to begin paving, continue pothole patching and permanently repairing water cuts.

**Financial Implications:** None

**Budgeted Expenditure?** Yes  No  Please explain if no:

Account No.: 202-449.201-782.000 - \$55,000; 202-449.203-782.000 - \$16,500;  
202-449.211-782.000 - \$11,400; 203-449.201-782.000 - \$255,000; 203-449.203-  
782.000 - \$10,500; and 203-449.211-782.000 - \$16,000  
590-540,208-782,000, 591-540,202-782,000

**Pre-encumbered?** Yes  No  Requisition # 19-0001727, 19-1580 *mmr*

**Other Implications (i.e., collective bargaining):**

Without this purchase order the Street Maintenance Division will not be able continue patching, paving or permanently repair water cuts for FY20.

**Staff Recommendation:** Recommend Approval

Staff Person: Betty J. Wideman  
Betty Wideman



SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES

For Asphalt Paving Materials

PROPOSAL #21000514

Company: Ace Saginaw Paving Co. – Flint, Michigan

Approximate Annual Quantities – Not Guaranteed  
Furnish as requested for the period 7/1/20 – 6/30/22

Item #	Description	Unit Price	Extended Total
1	2,000 Tons - 1100T, 20AA - New	\$ 63.25 /ton	\$126,500.00
2	4,000 Tons - High Stability Top, 20AA - New	\$ 65.00 /ton	\$260,000.00
3	200 Gallons – New LTBC-2 Trackless tack	\$ 5.20 /ton	\$1,040.00
4	2,000 Tons - Cold Milling Asphalt	\$ 8.00 /ton	\$16,000.00
5	16,600 Tons - Credit for Stripped Material returned for recycling	\$ N/A /ton	\$ N/A
6	Standard Performance Cold Patch	\$ N/A /ton	\$ N/A
7	Permanent High Performance Cold patch (meeting or exceeding the attached specifications)	\$ 118.00 /ton	\$ N/A
<p>"Permanent High Performance Cold Patch with a Performance Guarantee". Proposed material must provide a written guarantee to adhere permanently to the repaired street area for the life of the repair or actual volumes used will be replaced at no charge. Written copy of said guarantee must be provided with proposal response. Cold patch material must allow for immediate traffic use after application without any mixing, heating, or tracking required. Proposed material must be guaranteed to adhere to concrete, steel and asphalt under all types of weather conditions. Material must remain pliable at temperatures from -15 F to +105 F.</p>			
<b>Daily rent rate for equipment only:</b>			
8	Rental per day/hour large 8 to 12 ton roller		\$121.00
9	Rental per day/hour 46.5 ton flowboy with operator		\$150.00
10	Rate per day/hour paver with operator		\$210.00
11	Rental per day/hour double train to dump in with operator		\$146.00
<b>TOTALS</b>			\$ N/A

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.





## CITY OF FLINT

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WILL YOUR DEPARTMENT NEED A CONTRACT? YES  NO   
(If yes, please indicate how many years for the contract) YEARS

WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal)

BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

OTHER IMPLICATIONS (i.e., collective bargaining):

STAFF RECOMMENDATION: (PLEASE SELECT): X  APPROVED  NOT APPROVED

DEPARTMENT HEAD SIGNATURE:

*Robert Bincsik*

Robert Bincsik, Director of Public Works



RESOLUTION NO.: 210259

PRESENTED: JUN - 6 2021

ADOPTED: \_\_\_\_\_

BID # 20-002

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO ALDRIDGE TRUCKING INC. FOR ADDITIONAL FILL SAND**

WHEREAS, the Water Service Center (WCS) uses fill sand and stone for their repair and maintenance work. WSC recommends to extend the contract with Aldridge Trucking for additional fill sand.

Account Number	Account Name	Amount
590-540.202-752.000	Supplies	\$4,000.00
591-540.208-752.000	Supplies	6,000.00
<b>FY2021 GRAND TOTAL</b>		<b>\$10,000.00</b>

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to extend the contract with Aldridge Trucking to provide additional filled sand for FY2021 for the amount of \$10,000.00 and a contract total amount of \$108,000.00 under the same terms and conditions.

APPROVED AS TO FORM:

Angela Wheeler  
Angela Wheeler (May 25, 2021 17:33 EDT)  
Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

shelbi frayer  
shelbi frayer (May 26, 2021 08:59 EDT)  
Shelbi Frayer, Chief Financial Officer

FOR THE CITY OF FLINT:

CLYDE D EDWARDS  
CLYDE D EDWARDS (May 27, 2021 13:34 EDT)  
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

\_\_\_\_\_  
Kate Fields, City Council President

APPROVED AS TO PURCHASING:

Jennifer Ryan  
Jennifer Ryan (May 25, 2021 15:50 EDT)  
Jenn Ryan, Deputy Finance Director





## CITY OF FLINT

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**WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO X**

*(If yes, please indicate how many years for the contract)*

**WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal)**

**BUDGET YEAR 1**

**BUDGET YEAR 2**

**BUDGET YEAR 3**

**OTHER IMPLICATIONS (i.e., collective bargaining):**

**STAFF RECOMMENDATION: (PLEASE SELECT): X APPROVED  NOT APPROVED**

**DEPARTMENT HEAD SIGNATURE:**

*Paul Simpson*

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Paul Simpson, Water Distribution Supervisor

CITY OF FLINT



BID #20000002

RESOLUTION NO: 200300.1

PRESENTED: AUG 10 2020

ADOPTED: 8-17-2020

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO ALDRIDGE TRUCKING, INC FOR  
LIMESTONE, FILL SAND & TOPSOIL**

The Division of Purchases & Supplies solicited proposals for Limestone, Fill Sand and Topsoil as requested by the Department of Public Works Department.

Four (4) proposals were submitted. Aldridge Trucking, Inc., 5135 N. Gale Rd., Davison, Michigan 48423, was the responsive bidder.

Funding for said services are available in the budget for FY21 (07/01/20 - 06/30/21):

Account Number	Account Name	Amount
590-550.202-775.000	Fill Sand, Topsoil & Limestone (Aggregates)	\$10,000.00
591-540.202-726.000	Fill Sand & Stone	\$33,000.00
590-540.208-726.000	Fill Sand & Stone	\$22,000.00
203-449.201-726.000	Topsoil	\$ 5,000.00
203-449.201-726.000	23A Limestone	\$21,000.00
203-449.201-726.000	Fill Sand	\$ 3,500.00
202-449.203-726.000	3CS Sand	\$ 3,500.00
<b>FY21 (07/01/20 - 06/30/21) Total</b>		<b>\$ 98,000.00</b>

IT IS RESOLVED, that the proper City Officials are authorized to approve the issuance of a purchase order to Aldridge Trucking, Inc. for Limestone, Fill Sand, and Topsoil in the amount not to exceed \$98,000.00 for FY21 (07/01/20 - 06/30/21) and pending FY22 budget for the amount of \$98,000.00.

APPROVED AS TO FORM:

*Angela Wheeler*  
Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

*Amanda Trujillo*  
Amanda Trujillo, Acting Chief Financial Officer

FOR THE CITY OF FLINT:

*Clyde Edwards*  
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

*Marcia Galloway*  
Marcia Galloway, City Council President

APPROVED AS TO PURCHASING:

*Spence McClane*  
Spence McClane  
Purchasing Manager



# CITY OF FLINT

## DEPARTMENT OF PUBLIC WORKS

Dr. Karen W. Weaver  
Mayor

Robert Bincsik, Director  
Public Works & Utilities

June 17, 2019

**TO:** Joyce A. McClane  
Purchasing Manager

**FROM:** Robert Bincsik, Director *RB*  
Public Works & Utilities

**SUBJECT:** RECOMMENDATION – AGGREGATES, BID #20-002.

I have carefully reviewed the bids received for aggregates. I am recommending a split award – 6AA, 23A limestone be awarded to Stoneco of Michigan in the amount of \$35,000 per year and all other aggregates be awarded to Aldridge Trucking in the amount not to exceed \$45,000 per year.

Please use requisition #190002193 to Stoneco of Michigan in the amount of \$35,000 per year.  
Please use requisition #190001593 to Aldridge Trucking in the amount of \$45,000 per year.

If you have any questions or concerns, feel free to give me a call at ext. 2801.

/km

## RESOLUTION STAFF REVIEW

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**DATE:** June 17, 2019

**Agenda Item Title:** Stoneco of Michigan

**Prepared By:** Kathryn Neumann for Robert Bincsik

**Background/Summary of Proposed Action:**

The City of Flint Water Service Center requests that a purchase order be issued to Stoneco of Michigan for 6AA, 23A and crushed concrete less than 1", which are used in countless applications from backfill, road restoration, landscaping to new construction applications.

**Financial Implications:** Funding is available in the accounts listed below.

**Budgeted Expenditure?** Yes  No  Please explain if no:

**Account No.:** 590-540.208-726.000 (\$14,000), 591-540.202-726.000 (\$21,000)

**Pre-encumbered?** Yes  No  Requisition # 190002193

**Other Implications (i.e., collective bargaining):** None

**Staff Recommendation:** Recommend Approval

**Staff Person:** Robert Bincsik  
Robert Bincsik, Director of Public Works

## RESOLUTION STAFF REVIEW

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**DATE:** June 17, 2019

**Agenda Item Title:** Aldridge Trucking

**Prepared By:** Kathryn Neumann for Robert Bincsik

**Background/Summary of Proposed Action:**

The City of Flint Water Service Center requests that a purchase order be issued to Aldridge Trucking for sand and planting soil, which are used in countless applications from backfill, road restoration, landscaping to new construction applications.

**Financial Implications:** Funding is available in the accounts listed below.

**Budgeted Expenditure?** Yes  No  **Please explain if no:**

**Account No.:** 590-540.208-726.000 (\$18,000), 591-540.202-726.000 (\$27,000)

**Pre-encumbered?** Yes  No  **Requisition #** 190001593

**Other Implications (i.e., collective bargaining):** None

**Staff Recommendation:** Recommend Approval

**Staff Person:** Robert Bincsik  
Robert Bincsik, Director of Public Works



SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES  
**For AGGREGATES (2 Years)**  
 PROPOSAL #20000002

Approximate Annual Quantities – Not Guaranteed  
 Furnish as requested for the period 7/1/19 – 6/30/21

**Bidder #1 – StoneCo of Michigan, Monroe, MI**

DESCRIPTION	UOM	QTY	UNIT COST Year 1	EXT COST Year 1	UNIT COST Year 2	EXT COST Year 2
Sand, fill (class II)	TN	10,000	No Bid	No Bid	No Bid	No Bid
Soil, planting	YD	3,500	No Bid	No Bid	No Bid	No Bid
Soil, top	YD	2,000	No Bid	No Bid	No Bid	No Bid
Stone, 6AA	YD	5,000	\$25.70	\$128,500	\$26.75	\$133,750
Stone, 6A natural	YD	300	No Bid	No Bid	No Bid	No Bid
Sand, mason	YD	1,000	No Bid	No Bid	No Bid	No Bid
Sand, 2NS	YD	500	No Bid	No Bid	No Bid	No Bid
Sand, 3CS	YD	300	No Bid	No Bid	No Bid	No Bid
23A Limestone	YD	100	\$21.05	\$ 2,105	\$21.90	\$ 2,190
Concrete, crushed (under 1" in size)	YD	1,000	\$16.25	\$ 16,250	\$16.85	\$ 16,850

**GRAND TOTAL \$299,645.00**

**Year 1: \$146,855.00**

**Year 2: \$152,790.00**



**Bidder #2 – Aldridge Trucking Co., Inc., Davison, MI**

<b>DESCRIPTION</b>	<b>UOM</b>	<b>QTY</b>	<b>UNIT COST Year 1</b>	<b>EXT COST Year 1</b>	<b>UNIT COST Year 2</b>	<b>EXT COST Year 2</b>
Sand, fill (class II)	TN	10,000	\$ 7.00	\$ 70,000	\$ 7.50	\$ 75,000
Soil, planting	YD	3,500	\$13.50	\$ 47,250	\$14.00	\$ 49,000
Soil, top	YD	2,000	\$13.50	\$ 27,000	\$14.00	\$ 28,000
Stone, 6AA	YD	5,000	\$30.00	\$150,000	\$32.00	\$160,000
Stone, 6A natural	YD	300	\$23.00	\$ 6,900	\$25.00	\$ 7,500
Sand, mason	YD	1,000	\$16.00	\$ 16,000	\$17.00	\$ 17,000
Sand, 2NS	YD	500	\$15.00	\$ 7,500	\$16.00	\$ 8,000
Sand, 3CS	YD	300	\$15.00	\$ 4,500	\$16.00	\$ 4,800
23A Limestone	YD	100	\$25.00	\$ 2,500	\$26.50	\$ 2,650
Concrete, crushed (under 1" in size)	YD	1,000	\$18.50	\$ 18,500	\$19.50	\$ 19,500

**GRAND TOTAL \$721,600.00**

**Year 1: \$350,150.00**

**Year 2: \$371,450.00**



**Bidder #3 – Fuoss Gravel Company, Owosso, MI**

DESCRIPTION	UOM	QTY	UNIT COST Year 1	EXT COST Year 1	UNIT COST Year 2	EXT COST Year 2
Sand, fill (class II)	TN	10,000	-	-	-	-
Soil, planting	YD	3,500	-	-	-	-
Soil, top	YD	2,000	\$18.00	\$36,000	\$18.00	\$36,000
Stone, 6AA	YD	5,000	-	-	-	-
Stone, 6A natural	YD	300	-	-	-	-
Sand, mason	YD	1,000	\$15.00	\$15,000	\$15.00	\$15,000
Sand, 2NS	YD	500	-	-	-	-
Sand, 3CS	YD	300	-	-	-	-
23A Limestone	YD	100	-	-	-	-
Concrete, crushed (under 1" in size)	YD	1,000	-	-	-	-

**GRAND TOTAL \$102,000.00**

**Year 1: \$ 51,000.00**

**Year 2: \$ 51,000.00**



**Bidder #4 – Pierce and Pitt Trucking, Inc., Imlay City, MI**

DESCRIPTION	UOM	QTY	UNIT COST Year 1	EXT COST Year 1	UNIT COST Year 2	EXT COST Year 2
Sand, fill (class II)	TN	10,000	\$ 8.65	\$ 86,500	\$ 9.00	\$ 90,000
Soil, planting	YD	3,500	\$13.75	\$ 48,125	\$14.00	\$ 49,000
Soil, top	YD	2,000	\$13.75	\$ 27,500	\$14.00	\$ 28,000
Stone, 6AA	YD	5,000	\$28.00	\$140,000	\$29.75	\$148,750
Stone, 6A natural	YD	300	\$21.00	\$ 6,300	\$22.00	\$ 6,600
Sand, mason	YD	1,000	\$16.50	\$ 16,500	\$17.50	\$ 17,500
Sand, 2NS	YD	500	\$15.25	\$ 7,625	\$15.25	\$ 7,625
Sand, 3CS	YD	300	\$15.25	\$ 4,575	\$15.25	\$ 4,575
23A Limestone	YD	100	\$25.00	\$ 2,500	\$26.25	\$ 2,625
Concrete, crushed (under 1" in size)	YD	1,000	\$20.00	\$ 20,000	\$21.00	\$ 21,000

**GRAND TOTAL \$735,300.00**

**Year 1: \$359,625.00**

**Year 2: \$375,675.00**



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 07/13/2020

BID/PROPOSAL# 20000002

AGENDA ITEM TITLE: WPC Aggregates

PREPARED BY Krystal Wallace

VENDOR NAME: Aldridge Trucking

BACKGROUND/SUMMARY OF PROPOSED ACTION:

WPC uses aggregate for various applications such as backfilling, road restorations, landscaping, new construction, and related projects. This purchase order allows WPC to complete some preventative maintenance tasks as well as maintain the grounds at the wastewater treatment facilities.

I recommend that the lowest qualified bidder, Aldridge Trucking, Inc., be awarded the bid in the amount of \$10,000.00. WPC spent \$13,000.00 for aggregates with Aldridge Trucking for FY 2020 and is requesting approval for a FY 21 purchase order in the amount of \$10,000.00.

Please issue a purchase order in the FY2021 budgeted amount of \$10,000.00, using funds from account 590-550.202-775.000.

FINANCIAL IMPLICATIONS: None

BUDGETED EXPENDITURE? YES [X] NO [ ] IF NO, PLEASE EXPLAIN:

Table with 5 columns: Dept., Name of Account, Account Number, Grant Code, Amount. Includes rows for DPW-WPC Repair/Maint Supplies and summary rows for FY20/21 GRAND TOTAL and TWO YEAR TOTAL.

PRE-ENCUMBERED? YES [X] NO [ ] REQUISITION NO: 200002965

ACCOUNTING APPROVAL: \_\_\_\_\_ Date: \_\_\_\_\_

WILL YOUR DEPARTMENT NEED A CONTRACT? YES [X] NO [ ]



**CITY OF FLINT**

*(If yes, please indicate how many years for the contract)* **2 YEARS**

**WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal)**

**BUDGET YEAR 1** \$13,000.00 spent FY2020

**BUDGET YEAR 2** \$10,000.00 for FY2021

**BUDGET YEAR 3**

**OTHER IMPLICATIONS (i.e., collective bargaining):** None.

**STAFF RECOMMENDATION: (PLEASE SELECT):**  **APPROVED**  **NOT APPROVED**

**DEPARTMENT HEAD SIGNATURE:**

  
*Jeanette Best*

*(Jeanette Best, WPC Manager)*





# CITY OF FLINT

**WILL YOUR DEPARTMENT NEED A CONTRACT?** YES  NO   
*(If yes, please indicate how many years for the contract)* YEARS

**WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal)**

**BUDGET YEAR 1**

**BUDGET YEAR 2**

**BUDGET YEAR 3**

**OTHER IMPLICATIONS (i.e., collective bargaining):**

**STAFF RECOMMENDATION: (PLEASE SELECT):** X  **APPROVED**  **NOT APPROVED**

**DEPARTMENT HEAD SIGNATURE:** Robert Bincsik  
Robert Bincsik, Director of Public Works



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 07/08/2020

BID/PROPOSAL#

AGENDA ITEM TITLE: Aggregates – Topsoil, Fill sand, 23A Limestone and 3CS sand

PREPARED BY Betty Wideman
(Please type name and Department)

VENDOR NAME: Aldridge Trucking

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Aggregates for road repairs, yard repairs, sidewalks and other construction activities

FINANCIAL IMPLICATIONS: None

BUDGETED EXPENDITURE? YES [X] NO [ ] IF NO, PLEASE EXPLAIN:

Table with 5 columns: Dept., Name of Account, Account Number, Grant Code, Amount. Rows include Streets, Supplies - Topsoil, Supplies - 23A Limestone, Supplies - Fill Sand, Supplies - 3CS sand, and a total row for FY21 GRAND TOTAL \$33,000.00.

PRE-ENCUMBERED? YES [X] NO [ ] REQUISITION NO: 200003563, 3564, 3565, and 3566

ACCOUNTING APPROVAL: \_\_\_\_\_ Date: \_\_\_\_\_



## CITY OF FLINT

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**WILL YOUR DEPARTMENT NEED A CONTRACT?** YES  NO   
*(If yes, please indicate how many years for the contract)* YEARS

**WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal)**

**BUDGET YEAR 1**

**BUDGET YEAR 2**

**BUDGET YEAR 3**

**OTHER IMPLICATIONS (i.e., collective bargaining):** None

**STAFF RECOMMENDATION: (PLEASE SELECT):**  **APPROVED**  **NOT APPROVED**

**DEPARTMENT HEAD SIGNATURE:** \_\_\_\_\_ Betty Wideman, Transportation Operations Manager (John Daly is aware of this request)

(



RESOLUTION NO.: 210260  
 PRESENTED: JUN - 6 2021  
 ADOPTED: \_\_\_\_\_

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO PVS NOLWOOD CHEMICAL INC FOR LIQUID FERROUS**

WHEREAS, the Water Pollution Control (WPC) facility operates a Phosphate removal process as mandated by the National Pollution Discharge Elimination System (NPDES) permit. Aqueous Ferrous Chloride is used to remove Phosphate in the effluent discharge to the Flint River. WPC recommended the purchase of liquid ferrous for FY2021 and FY2022 to the only responsive bidder PVS Nolwood Chemical Inc at \$0.59/lb for an annual total of \$120,000.

Account Number	Account Name	Amount
590-550.100-753.000	Treatment Chemicals	\$120,000.000
	<b>FY2022 GRAND TOTAL</b>	<b>\$120,000.00</b>

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to enter into the second year of the contract with PVS Nolwood Chemical Inc to provide liquid ferrous for FY2022, pending the adoption of the budget, for the amount of \$120,000.00.

APPROVED AS TO FORM:

Angela Wheeler  
Angela Wheeler (May 24, 2021 16:33 EDT)  
**Angela Wheeler, Chief Legal Officer**

APPROVED AS TO FINANCE:

shelbi frayer  
shelbi frayer (May 26, 2021 09:09 EDT)  
**Shelbi Frayer, Chief Financial Officer**

FOR THE CITY OF FLINT:

Clyde D Edwards  
Clyde D Edwards (May 27, 2021 13:13 EDT)  
**Clyde Edwards, City Administrator**

APPROVED BY CITY COUNCIL:

\_\_\_\_\_  
**Kate Fields, City Council President**

APPROVED AS TO PURCHASING:

Jennifer Ryan  
Jennifer Ryan (May 24, 2021 16:28 EDT)  
**Jenn Ryan, Deputy Finance Director**

REQ # 20-2924

CITY OF FLINT



PROPOSAL #21000504

RESOLUTION NO: 200249

PRESENTED: JUN 22 2020

ADOPTED: 6-24-2020

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO PVS NOLWOOD CHEMICAL INC FOR LIQUID FERROUS**

The Division of Purchases & Supplies solicited proposals for Liquid Ferrous for fiscal year periods beginning 07/01/20 and ending 6/30/22 as requested by the Department of Public Works & Utilities.

PVS Nolwood Chemical Inc, Detroit, Michigan, was the only responsive bidder for said requirements. Funding for said services will come from the following account:

Dept.	Name of Account	Account #	Grant #	Amount
DPW)	Chemicals	590-550.100-740.500	N/A	\$120,000.00

IT IS RESOLVED, that the proper city officials, approve PVS Nolwood Chemical Inc. for Liquid Ferrous two (2) fiscal year periods beginning 07/01/20 and ending 6/30/22, for FY20/21 annual amount not to exceed \$120,000.00.

APPROVED AS TO PURCHASING:

Joyce A. McClane  
Purchasing Manager

APPROVED AS TO FINANCE:

Amanda Trujillo  
Acting Chief Financial Officer

APPROVED AS TO FORM:

Angela Wheeler, Chief Legal Officer

Clyde Edwards, City Administrator

CITY COUNCIL

Monica Galloway, Council President



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 06/01/2020

BID/PROPOSAL# P21-504

AGENDA ITEM TITLE: Liquid Ferrous

PREPARED BY Don Lewis (DPW)
(Please type name and Department)

VENDOR NAME: PVS Nolwood Chemical Inc.

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Water Pollution Control Facility operates a Phosphate removal process as mandated by its National Pollution Discharge Elimination System permit (NPDES). Aqueous Ferrous Chloride is used to remove Phosphate in the effluent discharge to the Flint River.

FINANCIAL IMPLICATIONS: NA

BUDGETED EXPENDITURE? YES [X] NO [ ] IF NO, PLEASE EXPLAIN:

Table with 5 columns: Dept., Name of Account, Account Number, Grant Code, Amount. Row 1: DPW, PVS Nolwood Chemical Inc., 590-550.100-740.500, \$120,000.00 (\$0.59 per lb.). Row 2: FY19/20 GRAND TOTAL

PRE-ENCUMBERED? YES [X] NO [ ] REQUISITION NO: 200002924

ACCOUNTING APPROVAL: \_\_\_\_\_ Date: \_\_\_\_\_

WILL YOUR DEPARTMENT NEED A CONTRACT? YES [ ] NO [X]



# CITY OF FLINT

## Department of Purchases & Supplies

Sheidon A. Neeley  
Mayor

May 22, 2020

**TO:** Krystal Wallace  
Jeanette Best  
John Florshinger

**FROM:** Joyce A. McClane *JAM*  
Purchasing Manager

**SUBJECT:** SEALED BIDS

Attached is one (1) sealed bid that was received for **PROPOSAL #21000504– WPC-AQUEOUS FERROUS CHLORINE**. Enclosed are copies for your file. **Bid Due Date: 5/06/20. Enclosed is a spreadsheet.**

Your staff review and recommendation form is needed as soon as possible. Please use the new fillable form. This form is to be used for your staff review.

A staff review must be completed for **ALL Bids/Proposals**. Please let me know if you need a copy of the fillable form.

This project has been identified that multiple departments use this item. Please get with those departments to determine the total usage and the amount that needs to go to Council for approval. This proposal is good for 2 years.

**Please note:** If your project is being funded by any grants issued by the federal government, you must go to:  
<https://www.dol.gov/ofccp/regs/compliance/preaward/debarlst.htm> to ensure that the selected vendor has not been debarred.

**PLEASE NOTE:**

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.



Joyce A. McClane

CITY OF FLINT  
DEPARTMENT OF FINANCE  
Division of Purchases Supplies

BID DUE DATE:  
05/06/20

P21-504 - AQUEOUS FERROUS CHLORINE @ WATER POLLUTION CONTROL	
TWO (2) YEARS	
COMPANY	PVS Chemicals
RATE PER POUND	\$ 0.59
POINT OF SHIPMENT	Detroit, MI
CARRIER (See other details)	PVS Transportation
CITY, STATE	Detroit, MI

*Bids must be reviewed and evaluated before award*

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



Sheldon A. Neeley, Mayor

**CITY OF FLINT PROPOSAL NO. 21000504**

**AQUEOUS FERROUS CHLORINE @  
WATER POLLUTION CONTROL**

Date Posted: 04/19/20

**CITY OF FLINT PROPOSAL NO.21000504**

**SUPPLY AQUEOUS FERROUS CHLORINE @  
WATER POLLUTION CONTROL**

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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**CITY OF FLINT**  
**DEPARTMENT OF FINANCE**  
**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

**PROPOSAL NO: 21000504**

**SCOPE OF WORK:**

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

**SUPPLY AQUEOUS FERROUS CHLORIDE @ WATER POLLUTION CONTROL**

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".

## **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. All 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.

**LEAVE BLANK INTENTIONALLY**

## **REQUIREMENTS / TABULATION**

**Water Pollution  
Control G-4652  
Beecher Rd. Flint, MI  
48532**

### **FY 2021 WPC AQUEOUS FERROUS CHLORIDE**

**FURNISH AS REQUESTED FOR THE PERIOD OF 07/01/2020 TO 06/30/2022.**

**QUANTITIES (DOLLAR AMOUNTS) ARE NOT GUARANTEED.**

**SUPPLY AQUEOUS AFERROUS CHLORIDE ON AN AS-NEEDED BASIS AS OUTLINED IN THE ATTACHED SPECIFICATIONS.**

### **PRICING PER PROPOSAL #21000504**

**FOR FURTHER INFORMATION, PLEASE CONTACT JEANNETTE 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.***

**PROPOSAL**

PVS Technologies, Inc.

Bid of \_\_\_\_\_ (hereinafter called **Bidder**), organized and existing under the laws of the State of Michigan doing business as Corporation ('Corporation', 'Partnership', and 'Individual' as applicable) to the City of Flint, Michigan (hereinafter called **Owner**).

In compliance with the **Owner's** Advertisement for Bids, **Bidder** hereby proposes to supply Aqueous Ferrous Chloride in 5,000-10,000 gallon tank loads in strict accordance with the **Bid Specifications** at the price stated below.

By submission of this bid each **Bidder** certifies (in case of a joint bid, each party thereto certifies as to his own organization) that this bid has been arrived at independently and without consultation, communication, or agreement with any other bidders or with any competitor.

Bidder hereby agrees to supply Aqueous Ferrous Chloride for a **two (2) year period from 07/01/2020 to 06/30/2022** as detailed in the **Bid Specifications** at the rate of \$ 0.59 per pound of iron, F.O.B. Phosphate Building, Water Pollution Control Facility, G-4652 Beecher Road, Flint, Michigan 48532.

Point of shipment will be Detroit, Michigan

Carrier(s) will be PVS Transportation, Inc.

Lead time required to fill an order shall be no more than 48 hours.

The **Bidder** understands that the **Owner** reserves the right to reject any and all bids and that no guarantee of quantity under this proposal is implied.

Dated and signed this 01 day of May, 2020

Submitted by:   
(Signature)

Vice President of Sales & Marketing  
(Title)

10900 Harper Avenue  
(Address)

Detroit, MI 48213  
(City, State)

313-571-1100 313-571-6765  
(Telephone) (Fax)

bids@pvschemicals.com  
(Email/Website)

## **INSTRUCTIONS TO BIDDERS**

### **RECEIPT OF BID**

Sealed bids are invited for the supply of Aqueous Ferrous Chloride listed as "Supply Aqueous Ferrous Chloride" for the City of Flint, Michigan and will be received by the City of Flint, Department of Purchases and Supplies, Room 304, City Hall, 1101 South Saginaw Street, Flint, Michigan 48502, up to **1:00 P.M. local time on May 6, 2020**, at which time they will be opened and publicly read.

**Proposals shall be submitted in duplicate.**

### **RELEASE OF BID SPECIFICATIONS**

**Bid Specifications** may be procured by **Bidders** from the Department of Purchases and Supplies, Room 304, City Hall, 1101 South Saginaw, Flint, Michigan 48502.

### **LOCAL PREFERENCE**

Bidders located within the corporate limits of Flint, Michigan, may be given a five- percent (5%) competitive advantage.

### **CERTIFICATE OF ANALYSIS**

A certificate of analysis for materials bid, which includes as a minimum the parameters listed under Chemical Specifications, shall be provided with bid documents.

### **GENERAL CONDITIONS**

#### **QUANTITIES**

The quantity of material required will be approximately 2 million Lbs. per the requirements of the **Owner**. No guarantee of quantity is implied under the terms of this bid. **Bidder** shall have no claim for loss of anticipated profits or any other damages due to any deductions from or additions to these quantities.

#### **DELIVERIES**

All deliveries shall be made between the hours of 9 a.m. and 2 p.m. local time, Monday through Friday. All costs incurred by the **Owner** due to the **Carrier's** failure to make delivery between the hours of 9 a.m. and 2 p.m. shall be charged to the **Bidder's** account. The **Owner** reserves the right to schedule deliveries during off hours with no additional cost.

**Bidder** shall include the cost of the use of all containers, all freight/handling for all quantities in the bid purchase price.

Deliveries shall be made FOB Destination, Phosphate Building, City of Flint, Water Pollution Control Facilities, G-4652 Beecher Road, Flint, Michigan 48532.

**Owner's** employees shall direct the **Carrier** in unloading shipments and connecting to the **Owner's** equipment.

#### **BID COVERAGE**

The period covered by the proposal shall be **two (2) year** from the date of issuance of a purchase order by the **Owner**, the year being **July 1, 2020 to June 30, 2022**.

#### **FAILURE TO DELIVER MATERIAL**

Should the **Bidder** fail to deliver the material specified in the amount ordered, the **Owner** reserves the right to procure such material as has been ordered from other sources. If the cost of the material purchased is greater than the amount specified under the terms and conditions of the **Bid Specifications**, the difference shall be charged to the **Bidder**.

#### **REQUIRED DOCUMENTATION AND SAMPLES**

Upon delivery of each shipment, **Bidder** shall provide documentation indicating the following: material identification; tare weight; net weight; gross weight; appropriate safety kit identity to address leaks; percent iron; pH; specific gravity; and Safety Data Sheet(s).

**Owner** reserves the right to refuse any delivery which fails to meet bid specifications or lacks the required documentation.

**Bidder** and an **Owner's** representative shall take a 200 mL sample of material approximately halfway through each delivery.

**Bidder** shall furnish a receipt of materials specifying the number pounds of Aqueous Ferrous Chloride delivered, with the supporting weight tickets, and the purchase order number as issued by the **Owner**.

**Bidder** shall furnish the **Owner** a copy of the Material Safety Data Sheet for Aqueous Ferrous Chloride, and any acids present in the solution, prior to initial shipment of materials.

**Carrier** shall have a copy of the Material Safety Data Sheet for Aqueous Ferrous Chloride, and any acids present in the solution, located in the truck cab and provide a copy to the **Owner** with each delivery.

## **BILLING PROCEDURE**

**Bidder** shall submit invoices to: [accountspayable@cityofflint.com](mailto:accountspayable@cityofflint.com)

The City now conducts all business using electronic fund transfers exclusively. Vendors must become enrolled in the City's financial system (Payables) by submitting a form W-9 and ACH, which is available on the City's website or through its Finance Department.

Testing to determine Iron content for billing purposes may also be performed by the **Owner**.

## **MATERIAL SPECIFICATIONS**

### **EQUIPMENT SPECIFICATIONS**

**Carrier** shall supply an ANSI 3" 4 bolt PVC flanged connection and at least ten (10) feet of hose to connect to the **Owner's** equipment for unloading material.

**Carrier** shall supply all equipment necessary to deliver air pressure to the bulk containers for unloading of material.

**Carrier** shall deliver full quantity of material for each order in one (1) shipment.

**Bidder** shall provide any gasket material required to ensure an air-tight connection to the **Owner's** equipment.

**Bidder** shall provide certified gross, tare, and net weight tickets with all shipments at time of delivery.

**Owner** reserves the right to refuse material, at the **Bidder's** expense, if: the integrity of the equipment or **Carrier's** tank liner has been compromised, leaks, or is contaminated by previously hauled materials; or the **Carrier** fails to provide required documentation.

### **LOAD SPECIFICATIONS**

Shipments shall be more than 4,500 gallons of solution.

## CHEMICAL SPECIFICATIONS

Material provided shall be Aqueous Ferrous Chloride with Iron content range of 6% - 12% of the solution. Material must be free of compounds which would: corrode or encrust the **Owner's** ferrous chloride pumps, piping or storage tanks; interfere with the biological process; or limit sludge disposal alternatives of this facility.

Impurities must **not** exceed the following: \*\*\*

Cadmium	2.5 mg/L
Copper	18.0 mg/L
Lead	45.0 mg/L
Nickel	27.0 mg/L
Zinc	9.0 mg/L
Chromium	13.0 mg/L
Mercury	0.01 mg/L
Cobalt	2.0 mg/L
Molybdenum	1.0 mg/L
Arsenic	1.0 mg/L
Cyanide	5.2 mg/L
Silver	1.0 mg/L

Total suspended solids must not exceed **150 mg/l**.

**Owner** reserves the right to return to the **Bidder**, at the **Bidder's** expense, any material deemed unfit and/or not conforming to the required **CHEMICAL SPECIFICATIONS**.

Inability to meet the chemical specifications as indicated in the **Bid Specifications** shall result in the immediate termination of the purchase agreement.

## AFFIDAVIT OF COMPLIANCE

The **Bidder** shall furnish an affidavit attesting that all Aqueous Ferrous Chloride furnished as a result of this bid complies with all applicable standards and conforms to the requirements of the Section Titled **CHEMICAL SPECIFICATIONS**. The **Owner** will use in house analytical work to assure compliance with bid specifications.

## BASIS FOR REJECTION

If the Aqueous Ferrous Chloride does not meet the requirements of this bid specification, the **Owner** shall provide a notice of nonconformance to the **Bidder** within 2 working days after receipt of the shipment. The results of the **Owner's** test shall prevail unless the **Bidder** provides written notification to the **Owner** within 1 day after the receipt of noncompliance that a retest is desired. The **Owner** will retest the Aqueous Ferrous Chloride and verify the results.

\*\*\*Typical heavy metals for ferrous chloride supplied by PVS Technologies attached.

**THIS PAGE MUST BE COMPLETED AND INCLUDED WITH SUBMITTAL:**

The undersigned hereby certifies, on behalf of the respondent named in this Certification (the "Respondent"), that the information provided in this offer submitted to the City of Flint is accurate and complete, and that I am duly authorized to submit same. I hereby certify that the Respondent has reviewed all documents and requirements included in this offer and accept its terms and conditions

How long will it take to complete this project? Under contract terms.

Terms: Zero Net 30 Days

Dest: Include

Fed. ID#: 38-1949201

CONTRACTOR NAME: PVS Technologies, Inc.

ADDRESS: 10900 Harper Avenue

CITY/STATE/ZIP: Detroit Michigan 48213

PHONE: 313-571-1100

FAX: 313-571-6765

SIGNED: 

DATE: May 1, 2020

PRINTED: Craig Mikkelson

TITLE: Vice President of Sales & Marketing

***\*\*\*Failure to use this bid form shall result in bid disqualification.***

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

**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: City of Jackson  
Contact Person: Shelly Allard Title: Purchasing  
Address: 161 West Michigan Avenue  
City: Jackson State: Michigan Zip: 49201  
Telephone: 517-788-4020 Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Type of Project: Supplying Ferrous Chloride  
Project Timeline (Dates): 07/01/2019-06/30/2020 Budget: \_\_\_\_\_

**Reference #2:**

Company/Municipality: City of Mt. Clemens  
Contact Person: Terese G. Lucci Title: Purchasing  
Address: One Crocker Blvd.  
City: Mt. Clemens State: Michigan Zip: 48043  
Telephone: 586-469-6818 Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Type of Project: Supplying Ferric Chloride  
Project Timeline (Dates): 07/01/2020-06/30/2020 Budget: \_\_\_\_\_

CITY OF FLINT PROPOSAL NO.21000504 – SUPPLY AQUEOUS FERROUS CHLORIDE @ WATER POLLUTION CONTROL

**Reference #3:**

Company/Municipality: Pittsburgh Water & Sewer Authority

Contact Person: Jim Tracey Title: Purchasing

Address: 1200 Penn Avenue, 2nd Floor / Penn Liberty Plaza 1

City: Pittsburgh State: PA Zip: 15222

Telephone: 215-255-8800

Fax: \_\_\_\_\_

Email: jtracey@pgh2o.com

Type of Project: Supplying Ferric Chloride

Project Timeline (Dates): 01/01/2016-12/31/2020 Budget: \_\_\_\_\_

**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.***

**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.

Craig Mikkelson / Vice President of Sales & Marketing  
Name and Title of Authorized Representative

PVS Technologies, Inc.  
Name of Participant Agency or Firm

  
Signature of Authorized Representative

May 1, 2020  
Date

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

**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\_\_\_\_

CITY OF FLINT PROPOSAL NO.21000504 -- SUPPLY AQUEOUS FERROUS CHLORIDE @ WATER POLLUTION CONTROL

FOR CORPORATION

STATE OF Michigan

S.S.

COUNTY OF Wayne

Craig Mikkelson

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

is Vice President of Sales & Marketing of PVS Technologies, Inc.  
(Official Title) (Name of Corporation)

a corporation duly organized and doing business under the laws of the State of Michigan 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 10900 Harper Avenue, Detroit Michigan, in said County and State,

this 1st day of May, A.D. 20/20  
Craig Mikkelson

\*Notary Public, Michigan County, Wayne

My Commission expires May 1, 20/20

Eileen McDonnell

EILEEN MCDONNELL  
Notary Public, State of Michigan  
Wayne County, Michigan  
My Commission Expires Dec 23, 20 20  
Acting in Wayne County

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 \_\_\_\_\_

CITY OF FLINT PROPOSAL NO.21000504 – SUPPLY AQUEOUS FERROUS CHLORIDE @ WATER POLLUTION CONTROL

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\_\_\_\_,

\_\_\_\_\_  
\*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.*

## Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>PVS Technologies, Inc.</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC    <input checked="" type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>10900 Harper Avenue</b></p> <p><b>6</b> City, state, and ZIP code <b>Detroit, MI 48213</b></p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
OR									
<b>Employer identification number</b>									
3	8	-	1	9	4	9	2	0	1

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Eileen McDonnell</i>	Date ▶ <i>5/4/2020</i>
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**General Instructions**

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



## **PVS Technologies, Inc.**

10900 Harper Avenue • Detroit, Michigan 48213  
Phone: 313-921-1200 • Fax: 313-579-1675

May 1, 2020

### **Affidavit of Compliance**

This affidavit is to confirm that all Aqueous Ferrous Chloride supplied by PVS Technologies to the City of Flint complies with all applicable standards and conforms to the requirements of the section titled CHEMICAL SPECIFICATIONS with the exception of the heavy metals. The typical heavy metals of ferrous chloride to be supplied by PVS Technologies are attached and are the same as the City of Flint has historically been supplied by PVS Technologies.

Signed: \_\_\_\_\_

  
Craig Mikkelson

Date: \_\_\_\_\_

5/1/20



## Plant Quarterly Composite Metals Analysis

<b>Product:</b>	<b>Ferrous Chloride</b>	
<b>Plant:</b>	<b>Detroit, MI</b>	
<b>Quarter:</b>	<b>4Q 2019</b>	
<b><u>Metal</u></b>	<b><u>Result (mg/Kg)</u></b>	<b><u>EOL</u></b>
<b>Arsenic</b>	N/D	0.50
<b>Barium</b>	1.1	0.25
<b>Beryllium</b>	N/D	0.025
<b>Cadmium</b>	N/D	0.50
<b>Chromium</b>	69	0.50
<b>Copper</b>	55	0.25
<b>Antimony</b>	5.2	5.0
<b>Mercury</b>	N/D	0.002
<b>Magnesium</b>	48	2.5
<b>Manganese</b>	440	0.75
<b>Molybdenum</b>	12	0.25
<b>Silver</b>	N/D	0.25
<b>Nickel</b>	22	0.50
<b>Titanium</b>	19	0.25
<b>Lead</b>	24	0.50
<b>Selenium</b>	6.8	0.50
<b>Zinc</b>	14	0.50
<b>Vanadium</b>	5.3	0.25
<b>Sulfur</b>	97	13
<b>Thallium</b>	N/D	1.3

N/D = Not Detected

N/T = Not tested

Document Number.: TAFU074	Page 1 of 1	Revision No.: 1	Revision Date: 2/23/16
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/25/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Ralph C. Wilson Agency, Inc.  Box 5009 Southfield MI 48066-5009		<b>CONTACT NAME:</b> Lisa Case <b>PHONE (AC No. Ext):</b> (248) 355-1414 <b>E-MAIL ADDRESS:</b> lscac@rcwa.net <b>FAX (AC No.):</b> (248) 304-0877	
<b>INSURED</b> PVS Technologies Inc Pressure Vessel Services Inc 10900 Harper Avenue Detroit MI 48213		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Amersure Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b> 23300	

**COVERAGES** CERTIFICATE NUMBER: 2021 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

WORK UNIT	TYPE OF INSURANCE	INSURER	POLICY NO.	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		GL0125012	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,600,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,500,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		CA1040575	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (EA accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below		WC0784044	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

### CANCELLATION

**\* INFORMATIONAL CERTIFICATE \***

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# Safety Data Sheet

Revision Date Apr-04-2017

Item #10248/11055

Safety Data Sheet 3743

## 1. PRODUCT AND COMPANY IDENTIFICATION

Product Name Ferrous Chloride Solution  
 UN/ID No. UN1760  
 Synonyms Iron (II) Chloride  
 Recommended Use Water treatment chemical, Industrial wastewater treatment, Municipal wastewater treatment, Chrome reduction  
 Uses advised against Consumer uses: Private households (= general public = consumers).

**Company Name**  
 PVS Technologies, Inc.  
 10900 Harper Ave.  
 Detroit, MI 48213  
 (313) 571-1100  
 24 Hour Emergency Phone Number CHEMTREC 1-800-424-9300

## 2. HAZARDS IDENTIFICATION

### Classification

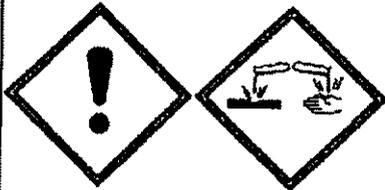
Acute toxicity - Oral	Category 4
Acute toxicity - Inhalation (Gases)	Category 4
Skin corrosion/irritation	Category 1
Serious eye damage/eye irritation	Category 1
May be corrosive to metals	Category 1

### Emergency Overview

#### DANGER

Hazard statements  
 Physical hazards

Causes severe skin burns and eye damage  
 Do not handle until all hazard precautions have been read and understood



### Precautionary statements

#### Prevention

- Wash face, hands and any exposed skin thoroughly after handling
- Do not eat, drink or smoke when using this product
- Use only outdoors or in a well-ventilated area
- Do not breathe dust/fume/gas/mist/vapors/spray
- Wear protective gloves/protective clothing/eye protection/face protection
- Immediately call a POISON CENTER or doctor/physician
- Specific treatment (see section 4 on this Safety Data Sheet)
- Store locked up
- Dispose of contents/container to an approved waste disposal plant

#### Response

#### Storage

#### Disposal

### Hazards not otherwise classified (HNOC)

None known.

### Other information

Unknown Acute Toxicity

0% of the mixture consists of ingredient(s) of unknown toxicity

**Ferrous Chloride Solution****3. COMPOSITION/INFORMATION ON INGREDIENTS**

Chemical Name	CAS No.	EC No.	Weight-% *
Ferrous chloride	7758-94-3	231-843-4	16-30
Hydrogen chloride	7647-01-0	231-595-7	0-6

**4. FIRST AID MEASURES**

General advice	Call 911 or emergency medical service Remove and isolate contaminated clothing and shoes
Eye contact	• In case of contact with substance, immediately flush skin or eyes with running water for at least 20 minutes
Skin Contact	• For minor skin contact, avoid spreading material on unaffected skin
-Inhalation	• Move victim to fresh air • If breathing is irregular or stopped, administer artificial respiration • Administer oxygen if breathing is difficult
Ingestion	• Immediate medical attention is required • Do NOT induce vomiting • Rinse mouth • Drink 4 to 8 ounces (120-240 ml) of water or milk as soon as possible after ingestion. • Never give anything by mouth to an unconscious person • Call a physician or poison control center immediately
Note to physician	• Keep victim warm and quiet • Effects of exposure (inhalation, ingestion or skin contact) to substance may be delayed
Self-protection for first aid personnel	• Ensure that medical personnel are aware of the material(s) involved and take precautions to protect themselves • Do not use mouth-to-mouth method if victim ingested or inhaled the substance; give artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device

**5. FIRE-FIGHTING MEASURES**

Suitable extinguishing media	• Dry chemical, CO <sub>2</sub> , alcohol-resistant foam or water spray • Dry chemical, CO <sub>2</sub> or water spray
Unsuitable extinguishing media	• Move containers from fire area if you can do it without risk • Dike fire control water for later disposal; do not scatter the material • No information available
Specific hazards arising from the chemical	• Some are oxidizers and may ignite combustibles (wood, paper, oil, clothing, etc.)
Protective equipment and precautions for firefighters	• Wear a self-contained breathing apparatus and chemical protective clothing
Flammable properties	• Non-combustible, substance itself does not burn but may decompose upon heating to produce corrosive and/or toxic fumes • Contact with metals may evolve flammable hydrogen gas • Containers may explode when heated
Explosive properties	• No information available

**6. ACCIDENTAL RELEASE MEASURES**

Personal precautions	• ELIMINATE all ignition sources (no smoking, flares, sparks or flames in immediate area) • Do not touch damaged containers or spilled material unless wearing appropriate protective clothing
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**Ferrous Chloride Solution**

**Environmental precautions**

- Stop leak if you can do it without risk
- For small spills absorb material on dry rags, cat litter or similar absorbent material and dispose of in the trash
- For large spills, contain the material using barriers of absorbent pigs, clay absorbent or earth dams.
- US regulations require reporting spills of this material that could reach any surface waters. The toll-free phone number for the US Coast Guard National Response Center is 1-800-424-8802

**Methods for cleaning up**

- Dike far ahead of liquid spill for later disposal
- Neutralize with soda ash or lime
- Soak up with inert absorbent material
- Take up mechanically, placing in appropriate containers for disposal
- Clean contaminated surface thoroughly
- Prevent product from entering drains

**Other Information**

- Do not get water inside containers or in contact with substance

**7. HANDLING AND STORAGE**

**Advice on safe handling**

- Use personal protective equipment as required
- Avoid contact with skin, eyes or clothing
- Ensure adequate ventilation, especially in confined areas
- In case of insufficient ventilation, wear suitable respiratory equipment
- Use only with adequate ventilation and in closed systems

**Storage Conditions**

- Keep container tightly closed in a dry and well-ventilated place
- Keep out of the reach of children
- Keep containers tightly closed in a dry, cool and well-ventilated place
- Keep in properly labeled containers

**Incompatible materials**

Contact with metals may evolve flammable hydrogen gas, Oxidizers, Strong bases, Reducing agents, Alcohols, Sulfides, Styrene, Incompatible with strong acids and bases, Incompatible with oxidizing agents

**8. EXPOSURE CONTROLS/PERSONAL PROTECTION**

Chemical Name	ACGIH TLV	OSHA PEL	NIOSH IDLH
Ferrous chloride 7758-94-3	TWA: 1 mg/m <sup>3</sup> Fe		TWA: 1 mg/m <sup>3</sup> Fe
Hydrogen chloride 7647-01-0	Ceiling: 2 ppm	Ceiling: 5 ppm Ceiling: 7 mg/m <sup>3</sup>	IDLH: 50 ppm Ceiling: 5 ppm Ceiling: 7 mg/m <sup>3</sup>

**Exposure Guidelines**

**Engineering Controls**

Ensure adequate ventilation, especially in confined areas.

**Individual protection measures, such as personal protective equipment**

**Respiratory protection**

• A respiratory protection program that meets OSHA 1910.134 and ANSI Z88.2 requirements must be followed whenever workplace conditions warrant the use of a respirator.

**Eye/Face protection**

- Tight sealing safety goggles
- Face protection shield

**Skin and body protection**

- Wear suitable protective clothing
- Wear impervious protective clothing, including boots, gloves, lab coat, apron or coveralls, as appropriate, to prevent skin contact

**General Hygiene Considerations**

- When using do not eat, drink or smoke
- Wash contaminated clothing before reuse
- Keep away from food, drink and animal feeding stuffs
- Contaminated work clothing should not be allowed out of the workplace
- Regular cleaning of equipment, work area and clothing is recommended
- Avoid contact with skin, eyes or clothing

## Ferrous Chloride Solution

- Take off all contaminated clothing and wash it before reuse
- Wear suitable gloves and eye/face protection

### 9. PHYSICAL AND CHEMICAL PROPERTIES

#### Information on basic physical and chemical properties

Physical state	Liquid	
Appearance	aqueous solution	
Color	green to yellow	
Odor	Iron Slight acidic	
Odor threshold	No information available	
<u>Property</u>	<u>Values</u>	<u>Remarks • Method</u>
pH	<2.0	
Melting point/Freezing Point	-50 °C / -58 °F	solution (20 %)
Boiling point / boiling range	> 100 °C / 212 °F	
Flash point	No information available	
Evaporation rate	No information available	
Flammability (solid, gas)	No information available	
Flammability Limit in Air		
Upper flammability limit (%)	No information available	
Lower flammability limit (%)	No information available	
Vapor pressure	No information available	
Vapor density	No information available	
Specific Gravity	1.20	20% Solution @17.5°C
Water solubility	No information available	
Solubility in other solvents	No information available	
Partition coefficient	No information available	
Autoignition temperature	No information available	
Decomposition temperature	No information available	
Kinematic viscosity	No information available	
Dynamic viscosity	No information available	
Explosive properties	No information available	
Oxidizing properties	No information available	
<u>Other Information</u>		
Softening point °C	No information available	
Molecular weight	No information available	
VOC Content (%)	No information available	
Density	No information available	
Bulk density	10.00 Pounds per gallon (lb/gal)	

### 10. STABILITY AND REACTIVITY

Stability	<ul style="list-style-type: none"><li>• Stable under recommended storage conditions</li></ul>
Conditions to avoid	<ul style="list-style-type: none"><li>• Elevated temperature</li><li>• Exposure to air or moisture over prolonged periods</li></ul>
Incompatible materials	<ul style="list-style-type: none"><li>• Contact with metals may evolve flammable hydrogen gas</li><li>• Oxidizers</li><li>• Strong bases</li><li>• Reducing agents</li><li>• Alcohols</li><li>• Sulfides</li><li>• Styrene</li><li>• Incompatible with strong acids and bases</li><li>• Incompatible with oxidizing agents</li></ul>
Hazardous Decomposition Products	• Thermal decomposition can lead to release of irritating and toxic gases and vapors
Possibility of Hazardous Reactions	• None under normal processing and storage

**Ferrous Chloride Solution**

**11. TOXICOLOGICAL INFORMATION**

Information on likely routes of exposure

Principle Routes of Exposure      -Inhalation, Skin Contact, Eye contact  
 -Inhalation                              May cause irritation of respiratory tract. Avoid breathing vapors or mists.  
 Ingestion                                 May be harmful if swallowed.  
 Skin Contact                             May cause skin irritation and/or dermatitis.  
 Eye contact                                Contact with eyes may cause irritation.

Chemical Name	Oral LD50	Dermal LD50	Inhalation LC50
Ferrous chloride 7758-94-3	450 mg/kg (Rat)		
Hydrogen chloride 7647-01-0	238 - 277 mg/kg (Rat)	> 5010 mg/kg (Rabbit)	= 1.68 mg/L (Rat) 1 h

Information on toxicological effects

Symptoms                                      No information available  
Delayed and immediate effects as well as chronic effects from short and long-term exposure

Sensitization                                No information available.  
 Germ cell mutagenicity                 No information available.  
 Carcinogenicity                            The table below indicates whether each agency has listed any ingredient as a carcinogen. This product contains one or more substances which are classified by IARC as carcinogenic to humans (Group 1), probably carcinogenic to humans (Group 2A) or possibly carcinogenic to humans (Group 2B).

Chemical Name	ACGIH	IARC	NTP	OSHA
Hydrogen chloride 7647-01-0		Group 3		X

*IARC (International Agency for Research on Cancer)  
 Not classifiable as a human carcinogen*

Reproductive toxicity                    No information available.  
 STOT - single exposure                No information available.  
 STOT - repeated exposure             No information available.  
 Chronic toxicity                            Chronic exposure to corrosive fumes/gases may cause erosion of the teeth followed by jaw necrosis. Bronchial irritation with chronic cough and frequent attacks of pneumonia are common. Gastrointestinal disturbances may also be seen. Avoid repeated exposure. Possible risk of irreversible effects. May cause adverse liver effects.  
 Target Organ Effects                     Eyes, Gastrointestinal tract (GI), Liver, Respiratory system, Skin.  
 Aspiration hazard                         No information available.

Numerical measures of toxicity - Product Information

Unknown Acute Toxicity                0% of the mixture consists of ingredient(s) of unknown toxicity  
 The following values are calculated based on chapter 3.1 of the GHS document . mg/kg mg/l

**12. ECOLOGICAL INFORMATION**

Ecotoxicity

26% of the mixture consists of components(s) of unknown hazards to the aquatic environment

Persistence and degradability      No information available.  
Bioaccumulation                         No information available

Other adverse effects                    No information available

**13. DISPOSAL CONSIDERATIONS**

Disposal of wastes                        • Dispose of in accordance with federal, state and local regulations  
     • Dispose of hazardous waste in a RCRA licensed facility



**Ferrous Chloride Solution**

**WHMIS Classification** This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the MSDS contains all the information required by the CPR  
**WHMIS Classification** Non-controlled

**US State Regulations**

**California Proposition 65** This product does not contain any Proposition 65 chemicals

**U.S. State Right-to-Know Regulations**

Chemical Name	New Jersey	Massachusetts	Pennsylvania
Water 7732-18-5			X
Ferrous chloride 7758-94-3	X	X	X
Hydrogen chloride 7647-01-0	X	X	X

**DEA List I, List II**

Chemical Name	U.S. - DEA - List I or Precursor Chemicals	U.S.- DEA - List II or Essential Chemicals
Hydrogen chloride 7647-01-0	-	50 gallon, Export Volume 27 kg, Export Weight 0.0 kg, Domestic Sales Weight

**International Inventories**

TSCA Complies  
 DSL/NDSL Complies  
 EINECS/ELINCS Complies  
 ENCS Does not comply  
 IECS Complies  
 KECL Complies  
 PICCS Complies  
 AICS Complies

**Legend:**

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory  
 DSL/NDSL - Canadian Domestic Substances List/Non-Domestic Substances List  
 EINECS/ELINCS - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances  
 ENCS - Japan Existing and New Chemical Substances  
 IECS - China Inventory of Existing Chemical Substances  
 KECL - Korean Existing and Evaluated Chemical Substances  
 PICCS - Philippines Inventory of Chemicals and Chemical Substances  
 AICS - Australian Inventory of Chemical Substances

**16. OTHER INFORMATION**

**NFPA** Health hazards 3 Flammability 0 Instability 0 Physical and Chemical Properties  
**HMIS** Health hazards 3 Flammability 0 Physical hazards 0 Personal protection D

Item # 10248/11055  
 Safety Data Sheet 3743  
 Revision Date Apr-04-2017  
 Issue Date Apr-04-2017  
 Version 1  
 Revision Note \*\*\* Updated value on SDS.

**Disclaimer**

All information, statements, data, advice, and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping, and transportation (collectively referred to herein as "information") are believed to be accurate, reliable, and based on reliable industry and regulatory references. However, no representation or warranty,

**Ferrous Chloride Solution**

express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. The Company providing this SDS is not engaged in the business of providing technical, operational, engineering, or safety information for a fee, and therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill, and experience in the chemical industry. The Company providing this SDS shall not be responsible or liable for the use, application, or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion of such persons, their employees, advisors, and agents. This safety data sheet (SDS) is offered for your information, consideration, and investigation as required by federal hazardous products act and related legislation.

End of Safety Data Sheet

Joyce A. McClane

CITY OF FLINT  
DEPARTMENT OF FINANCE  
Division of Purchases Supplies

BID DUE DATE:  
05/06/20

**P21-505 - LIQUID CATIONIC FOR GRAVITY BELT THICKENER @ WATER POLLUTION CONTROL**

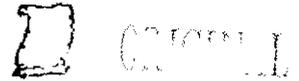
**TWO (2) YEARS**

<b>COMPANY</b>	Polydyne Inc	
270 Gallon Carboys (totes)	\$	1.180
	(Per Lb)	
Less than 4500 gallons via tanker, each load	\$	1.180
	(Per Lb)	
4500 gallons via tanker, each load	\$	1.140
	(Per Lb)	
<b>POINT OF SHIPMENT</b>	Rice GA	
<b>CARRIER</b>	Common Carriers	
<b>CITY, STATE</b>	Detroit, MI	

*Bids must be reviewed and evaluated before award recommendation*

P21-505

REQUESTING DEPARTMENT  
WATER POLLUTION CONTROL



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



Sheldon A. Neeley, Mayor

**CITY OF FLINT PROPOSAL NO. 21000505**

**LIQUID CATIONIC FOR GRAVITY BELT THICKNER  
@ WATER POLLUTION CONTROL**

Date Posted: 04/19/20



## Liquid Ferrous Chloride

PVS Technologies Liquid Ferrous Chloride is a concentrated solution of Iron II Chloride (FeCl<sub>2</sub>) in water. Produced from high purity raw materials, it is the result of the dissolution of Iron Oxide and Iron in Hydrochloric Acid.

### Principal Uses in Wastewater Treatment

- Phosphate Precipitation and Removal
- Elimination of Sulfide Based Odors
- Reduction of Arsenic and Mercury
- Hexavalent Chrome Reduction
- Struvite Control
- Chlorite Reduction (NSF 60)

<b>Specifications</b>	
Appearance:	A clear green to hazel colored solution
Concentrations:	
FeCl <sub>2</sub>	16% to 30%, as required
Free Acid as HCl	4.0% maximum
Insolubles	0.5% maximum
Specific gravity:	1.14 to 1.33
CAS No.:	7758-94-3
UN Classification:	Corrosive; NA1760; Ferrous Chloride Solution
	SQC data available on request

### Delivery

Available for shipping via the following options:

- 55 gallon drums
- 300 gallon totes
- 4,000 & 8,000 gallon tank trucks
- 17,000 gallon railcars

### Product Availability

Throughout North America – 8,000 gallon tankers only available in Michigan.

### Handling & Safety

Ferrous Chloride is considered to be hazardous by definition of the Hazard Communication Standard (29 CFR 1910.1200) and should be handled in a manner that is consistent with acceptable practices. Please obtain the Ferrous Chloride Material Safety Data Sheet for complete up-to-date information.

Document Number: TAFU007	Page 1 of 2	Revision No.: 3	Revision Date: 08/17/2016
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Under normal situations the only protective equipment required in the use and handling of Liquid Ferrous Chloride are splash proof chemical goggles and rubber gloves. Liquid Ferrous Chloride will stain both clothing and skin and it is recommended that, to protect against this occurrence, other protect clothing be worn as is appropriate

Ferrous Chloride reacts with many metals. However, most handling situations are reliably addressed through the use of common plastic materials such as FRP, PVC, Polyethylene, Polypropylene and Teflon. For additional information, please consult your equipment supplier.

*For additional information call: 313 571-1100  
To place an order call: 800 337-7428*

*PVS Technologies - Serving Water and Wastewater Plants throughout the World*

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Document Number: TAFU007	Page 2 of 2	Revision No.: 3	Revision Date: 08/17/2016
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RESOLUTION NO.: 210261  
PRESENTED: JUN - 6 2021  
ADOPTED: \_\_\_\_\_

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO POLYDYNE INC FOR LIQUID CATIONIC POLYMER (EMULSION)**

WHEREAS, the Water Pollution Control (WPC) facility operates a sludge dewatering process as part of its solids disposal program. Liquid Emulsion type cationic polymer is required to dewater sludge prior to transport to the landfill. Solids disposal is necessary to operate the plant and fulfill the requirements of WPC National Pollution Discharge Elimination System (NPDES) permit. WPC recommended the purchase of liquid cationic polymer (emulsion) for FY2021 and FY2022 to the only responsive bidder Polydyne Inc at \$1.14/lb for an annual total of \$98,000.

Account Number	Account Name	Amount
590-550.100-753.000	Treatment Chemicals	\$98,000.000
	<b>FY2022 GRAND TOTAL</b>	<b>\$98,000.00</b>

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to enter into the second year of the contract with Polydyne Inc to provide liquid cationic polymer (emulsion) for FY2022, pending the adoption of the budget, for the amount of \$98,000.00.

**APPROVED AS TO FORM:**

*Angela Wheeler*  
Angela Wheeler (May 24, 2021 15:34 EDT)  
**Angela Wheeler, Chief Legal Officer**

**APPROVED AS TO FINANCE:**

*shelbi frayer*  
shelbi frayer (May 26, 2021 09:08 EDT)  
**Shelbi Frayer, Chief Financial Officer**

**FOR THE CITY OF FLINT:**

*Clyde D Edwards*  
Clyde D Edwards (May 27, 2021 13:15 EDT)  
**Clyde Edwards, City Administrator**

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_  
**Kate Fields, City Council President**

**APPROVED AS TO PURCHASING:**

*Jennifer Ryan*  
Jennifer Ryan (May 24, 2021 16:29 EDT)  
**Jenn Ryan, Deputy Finance Director**

REQ\* 20-2923

CITY OF FLINT



PROPOSAL #21000505

RESOLUTION NO: 200250

PRESENTED: JUN 22 2020

ADOPTED: 6-24-2020

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO POLYDYNE, INC FOR LIQUID CATIONIC POLYMER (EMULSION)**

The Division of Purchases & Supplies solicited proposals for Liquid Cationic Polymer (Emulsion) for two (2) fiscal year periods beginning 07/01/20 and ending 6/30/22 as requested by the Department of Public Works & Utilities.

Polydne, Inc., Detroit, Michigan was the only responsive bidder for said requirements. Funding for said services will come from the following account:

Dept.	Name of Account	Account #	Grant #	Amount
DPW	WATER FUND	591-545.280-740.000	N/A	\$98,000.00

IT IS RESOLVED, that the proper city officials, approve Polydne, Inc., for two (2) fiscal year periods beginning 07/01/20 and ending 6/30/22, for FY20/21 annual amount not to exceed \$98,000.00 for Liquid Cationic Polymer (Emulsion).

APPROVED AS TO PURCHASING:

Joyce A. McClane  
Purchasing Manager

APPROVED AS TO FINANCE:

Amanda Trujillo  
Acting Chief Financial Officer

APPROVED AS TO FORM:

Angela Wheeler, Chief Legal Officer

Clyde Edwards, City Administrator

CITY COUNCIL:

Monica Galloway, Council President



# CITY OF FLINT

## RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 06/01/2020

BID/PROPOSAL# P21-505

AGENDA ITEM TITLE: LIQUID CATIONIC POLYMER (EMULSION)

PREPARED BY Don Lewis (DPW)  
(Please type name and Department)

VENDOR NAME: Polydyne Inc.

### BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Water Pollution Control Facility operates a sludge dewatering process as part of its solids disposal program. Liquid Emulsion type cationic polymer is required to dewater sludge prior to transport to landfill. Solids disposal is necessary to operate the plant and fulfill the requirements of WPC's National Pollution Discharge Elimination System (NPDES) permit.

FINANCIAL IMPLICATIONS: NA

BUDGETED EXPENDITURE? YES  NO  IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
DPW	Polydyne Inc.	590-550.100-740.500		\$98,000.00 (min. 4500 gal. 1.140 lb.) (less than 4500 gal or totes 1.180 lb.)
<b>FY19/20 GRAND TOTAL</b>				

PRE-ENCUMBERED? YES  NO  REQUISITION NO: 200002923



## CITY OF FLINT

ACCOUNTING APPROVAL: \_\_\_\_\_ Date: \_\_\_\_\_

WILL YOUR DEPARTMENT NEED A CONTRACT? YES  NO   
(If yes, please indicate how many years for the contract) YEARS

WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal)

BUDGET YEAR 1 \$98,000.00

BUDGET YEAR 2 \$102,900.00

BUDGET YEAR 3

OTHER IMPLICATIONS (i.e., collective bargaining): NA

STAFF RECOMMENDATION: (PLEASE SELECT):  APPROVED  NOT APPROVED

DEPARTMENT HEAD SIGNATURE: Jeanette M. Best WPC Manager  
(PLEASE TYPE NAME, TITLE)



# CITY OF FLINT

## Department of Purchases & Supplies

Sheldon A. Neeley  
Mayor

May 22, 2020

**TO:** Krystal Wallace  
Jeanette Best  
John Florshinger

**FROM:** Joyce A. McClane  
Purchasing Manager *JAM*

**SUBJECT:** SEALED BIDS

Attached is one (1) sealed bid that was received for **PROPOSAL #21000505- WPC- LIQUID CATIONIC FOR GRAVITY BELT THICKENER**. Enclosed are copies for your file. **Bid Due Date: 5/06/20. Enclosed is a spreadsheet.**

Your staff review and recommendation form is needed as soon as possible. Please use the new fillable form. This form is to be used for your staff review.

A staff review must be completed for ALL **Bids/Proposals**. Please let me know if you need a copy of the fillable form.

This project has been identified that multiple departments use this item. Please get with those departments to determine the total usage and the amount that needs to go to Council for approval. This proposal is good for 2 years.

**Please note:** If your project is being funded by any grants issued by the federal government, you must go to:  
<https://www.dol.gov/ofccp/regs/compliance/preaward/debarlst.htm> to ensure that the selected vendor has not been debarred.

**PLEASE NOTE:**

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.



**CITY OF FLINT PROPOSAL NO.21000505**

**SUPPLY LIQUID CATIONIC POLYMER FOR GRAVITY BELT  
THICKENER @ WATER POLLUTION CONTROL**

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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**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

**PROPOSAL NO: 21000505**

**SCOPE OF WORK:**

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

**SUPPLY LIQUID CATIONIC POLYMER FOR GRAVITY BELTTHICKENER @ WATER POLLUTION CONTROL**

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/>

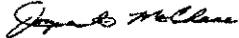
Results may be viewed next business day online EXCEPT when a bid is under review. The bidders/public will only see the names of the bidders that submitted a bid, not their cost. This will protect the bidders cost in case there is a re-bid. <https://www.cityofflint.com/finance/purchasing/results/> under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

## **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. All 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.

**LEAVE BLANK INTENTIONALLY**

## **REQUIREMENTS / TABULATION**

**Water Pollution  
Control  
G-4652 Beecher Rd.  
Flint, MI 48532**

### **FY 20/21 WPC POLYMER – GRAVITY BELT THICKENER EMULSION**

FURNISH AS REQUESTED FOR THE PERIOD OF **07/01/2020 TO 06/30/2022.**

QUANTITIES (DOLLAR AMOUNTS) ARE NOT GUARANTEED.

SUPPLY LIQUID CATIONIC POLYMER ON AN AS-NEEDED BASIS AS OUTLINED IN THE ATTACHED SPECIFICATIONS.

PRICING PER PROPOSAL #21000505

FOR FURTHER INFORMATION, PLEASE CONTACT JEANNETTE 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.*

**PROPOSAL**

Bid of Polydyne Inc. (hereinafter called **Bidder**), organized and existing under the laws of the State of Delaware doing business as Polydyne Inc. ('Corporation', 'Partnership', 'Individual' as applicable) to the City of Flint, Michigan (hereinafter called **Owner**).

In compliance with the **Owner's** Advertisement for Bids, **Bidder** hereby proposes to supply Liquid Emulsion Type Cationic Polymer, in strict accordance with the **Bid Specifications**, at the price stated below, using the **Carrier(s)** stated below.

By submission of this bid each **Bidder** certifies (in case of a joint bid, each party thereto certifies as to his own organization) that this bid has been arrived at independently and without consultation, communication, or agreement with any other bidders or with any competitor.

**Bidder** hereby agrees to supply Liquid Emulsion Type Cationic Polymer for dewatering of wastewater biosolids, using either a belt filter press or a centrifuge, for a **two (2) year period from 07/01/2020 to 06/30/2022** as detailed in the **Bid Specifications**.

**Provide pricing for the product(s) outlined in the Bid Specifications, all products are to be good for their intended use and delivered F.O.B. Destination to G-4652 Beecher Road, Flint, MI, 48532, Filter Press/Centrifuge Building. Provide pricing per the following options:**

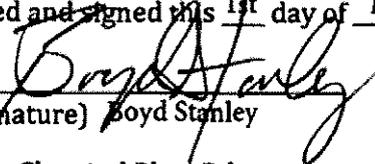
- a. 270 gallon (approximately) carboys (totes) at the price of \$ 1.180 per Lb.
- b. Less than 4500 gallons via tanker, each load at the price of \$ 1.180 per Lb.
- c. 4500 gallons via tanker, each load at the price of \$ 1.140 per Lb.

Point of shipment Riceboro, GA Carrier(s) Common Carriers

**Bidder** shall also provide Technical Assistance as needed and detailed in the **Bid Specifications**.

The **Bidder** understands that the **Owner** reserves the right to reject any and all bids and that no guarantee of quantity under this proposal is implied.

Dated and signed this 1st day of May, 2020

  
(Signature) Boyd Stanley

Vice-President  
(Title)

One Chemical Plant Rd.  
(Address)

Riceboro, GA 31323  
(City, State)

(912) 880-2035  
(Telephone)

(912) 880-2078  
(Fax)

bids@polydyneinc.com / www.polydyneinc.com  
(Email/Website)

**INSTRUCTIONS TO BIDDERS**

## **RECEIPT OF BID**

Sealed bids are invited for the supply of Liquid Emulsion Type Cationic Polymer listed as "Supply Liquid Cationic Polymer" for the City of Flint, Michigan and will be received by the City of Flint, Department of Purchases and Supplies, Room 304, City Hall, 1101 South Saginaw Street, Flint, Michigan 48502, up to **1:00 P.M. local time on May 6, 2020**, at which time they will be opened and publicly read.

**Proposals shall be submitted in duplicate.**

## **RELEASE OF BID SPECIFICATIONS**

**Bid Specifications** may be procured by **Bidders** from the City of Flint website, [cityofflint.com](http://cityofflint.com), or from the Department of Purchases and Supplies, Room 304, City Hall, 1101 South Saginaw, Flint, Michigan 48502.

## **GENERAL CONDITIONS**

### **QUANTITIES**

The quantity of material required will be up to but not limited to 104,500 Lbs. of Emulsion-Type Liquid Cationic Polymer for dewatering of wastewater biosolids, using either a belt filter press or a centrifuge, according to the requirements of the **Owner**. No guarantee of quantity is implied under the terms of this bid. **Bidder** shall have no claim for loss of anticipated profits or any other damages due to any deductions from or additions to these quantities. The **Owner** may chose during the period covered by this purchase order to purchase other types of polymer from the **Bidder** in conjunction with this Purchase Order or from other **Vendors** under a separate Purchase Order as needed.

### **DELIVERIES**

All deliveries shall arrive between the hours of 9 a.m. and 2 p.m. local time, Monday through Friday. All costs incurred by the **Owner** due to the **Carrier's** failure to make delivery between the hours of 9 a.m. and 2 p.m. shall be charged to the **Bidder's** account. The **Owner** reserves the right to schedule deliveries during off hours with no additional cost. Product will be delivered no later than 5 days after the ordered date. The product is to be delivered in bulk tanker truck loads, skid-mounted plastic totes, or carboys of approximately 275 gallons each, unless directed otherwise. Product is to be delivered to the Filter Press/Centrifuge Building. **Owner's** employees will assist the **Carrier** in unloading shipments or connecting to the **Owner's** equipment.

### **CONTRACT DURATION**

The period covered by the proposal shall be **two (2) year** from the date of issuance of a purchase order by the **Owner**, the year being **July 1, 2020 to June 30, 2022**.

### **FAILURE TO DELIVER MATERIAL**

Should the **Bidder** fail to deliver the material specified in the amount ordered, the **Owner** reserves the right to procure such material as has been ordered from other sources, and if the cost of the material purchased is greater than the amount specified under the terms and conditions of the **Bid Specifications**, the difference shall be charged to the **Bidder**.

### **REQUIRED DOCUMENTATION AND SAMPLES**

Upon delivery of each shipment **Bidder** shall provide documentation indicating the following; material identification, Certificate of Analysis, tare weight, net weight, and gross weight. **Owner** reserves the right to refuse any delivery that fails to meet bid specifications or lacks the required documentation.

**Bidder** shall furnish a receipt of materials specifying the number pounds of Liquid Emulsion Cationic Polymer delivered with the supporting weight tickets and the purchase order number as issued by the **Owner**.

**Bidder** shall furnish the **Owner** a copy of the Safety Data Sheet for Liquid Cationic Polymer and any other substances present in the solution prior to initial shipment of materials.

**Carrier** shall have a copy of the Safety Data Sheet for Liquid Cationic Polymer located in the truck cab and provide a copy to the **Owner** with each delivery.

## **BILLING PROCEDURE**

**Bidder** shall submit invoices to: [accountspayable@cityofflint.com](mailto:accountspayable@cityofflint.com)

The City now conducts all business using electronic fund transfers exclusively. Vendors must become enrolled in the City's financial system (Payables) by submitting a form W-9 and ACH, which is available on the City's website or through its Finance Department.

## **SPECIFICATIONS**

### **EQUIPMENT SPECIFICATIONS**

Vendor is responsible for the transportation of the product in the container specified. If totes are ordered, the vendor shall provide the plastic carboys of approximately 275 gallons mounted on a skid designed to fit the **Owner's** equipment for unloading material (standard fork lift).

If bulk tanker quantities are ordered, the Carrier shall have adequate hoses with the proper fittings to enable connection to the Owners storage tanks. The current connectors are 4-inch cam lock types.

**Bidder** shall include the cost of the use of all containers, all freight/handling for all quantities in the bid purchase price.

**Owner** reserves the right to refuse material, at the Vendor's expense, if: the integrity of the equipment or the Vendor's container(s), or tank liner has been compromised, leaks, or is contaminated by previously hauled materials; or the **Carrier** fails to provide required documentation.

### **CHEMICAL SPECIFICATIONS**

The polymer offered must be usable and compatible with the **Owner's** existing polymer storage and feed systems. The system uses and is designed for an emulsion-type polymer fed from a tank or plastic carboy. The plant is currently using Clarifloc CE-2141 successfully.

The product's effectiveness must not be altered significantly by temperature. It must be filtered, and not contain debris or congealed material which could plug piping or pumps.

The product must not adversely affect the **Owner's** polymer feed system, sludge dewatering systems, receiving stream or employee health. The **Bidder** shall be responsible for any adverse consequences due to their product.

The product supplied shall have a shelf life of at least one hundred eighty (180) days in the concentrated form, and at least five (5) days in the diluted form. It must be at least 37% active.

The product and constituents must not be deemed hazardous, and meet the requirements of a non-hazardous material according to the guidelines of the Hazardous Waste Act.

**Owner** reserves the right to return to the **Bidder**, at the **Bidder's** expense, any material deemed unfit. If material has to be returned on more than three occasions during the Contract term, the **Owner** reserves the right to bar the vendor from future purchases.

Inability to meet the chemical specifications as indicated in the **Bid Specifications** shall result in the immediate termination of the purchase agreement.

#### **PRE-BID EVALUATION**

An opportunity will be provided for the **Bidder** to demonstrate suitable products prior to bid submittal. Initial evaluations will be based on bench (lab) testing, which must be scheduled in advance by contacting the Water Pollution Control Facility at 810-766-7210. Candidate products which appear to offer equivalent or better performance than products currently used, with an economic advantage of at least 10%, may be submitted for full-scale testing. An adequate amount of the product 1 tote (up to 275 gallons) for full-scale testing must be furnished at no charge to the City.

#### **BID SUBMISSION**

The **Bidder** may propose one product for consideration. A 2 liter sample shall be submitted for any products not previously used. Bench-scale screening testing shall be run to compare it to current products used. Only products which appear to perform better than current one at the bench level will be deemed worthy of full scale testing. Vendor shall supply the following information as part of the bid proposal:

- a) Detailed physical and chemical specifications
- b) Safety Data Sheet
- c) Detailed Certificate of Analysis
- d) Product literature
- e) Detailed solution preparation, usage and handling information
- f) Price per pound F.O.B. Destination, Flint Water Pollution Control Facilities

### **PERFORMANCE EVALUATION**

Final performance evaluation selection criteria will be cost per dry ton of dewatered solids and capture rates. Final performance testing will be using a Belt Filter Press or Centrifuge operated by the City of Flint Water Pollution Control Operations staff, with equipment settings and direction given by vendor representatives. The machine will be operated so as to generate maximum dry tons of solids, with filtrate water of no more than 0.60% dry solids content. Any test runs in which the filtrate exceeds this level will not be counted. Test results will be available to **Bidders** upon written request.

The City of Flint may evaluate vapors released by the product for substances that may produce objectionable odors or cause harm to employees. Product may be rejected if it is found to release such odors or harmful vapors.

### **TECHNICAL ASSISTANCE**

The **Bidder** shall provide technical assistance as needed.  
There will be no additional cost to the Owners for such technical assistance.

**THIS PAGE MUST BE COMPLETED AND INCLUDED WITH SUBMITTAL:**

The undersigned hereby certifies, on behalf of the respondent named in this Certification (the "Respondent"), that the information provided in this offer submitted to the City of Flint is accurate and complete, and that I am duly authorized to submit same. I hereby certify that the Respondent has reviewed all documents and requirements included in this offer and accept its terms and conditions

How long will it take to complete this project? Anticipated completion date is June 30, 2022

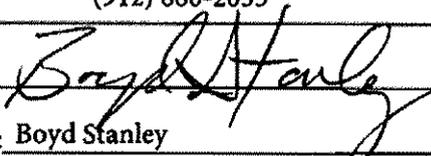
Terms: Net 30 Days - No Discounts Dest: Flint, MI Fed. ID#: 34-1810283

CONTRACTOR NAME: Polydyne Inc.

ADDRESS: One Chemical Plant Rd.

CITY/STATE/ZIP: Riceboro, GA 31323

PHONE: (912) 880-2035 FAX: (912) 880-2078

SIGNED:  DATE: 05/01/20

PRINTED: Boyd Stanley TITLE: Vice-President

**\*\*\*Failure to use this bid form shall result in bid disqualification.**

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

**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: Buffalo Sewer Authority  
Contact Person: Alex Emmerson Title: Plant Superintendent  
Address: 90 W. Ferry St.  
City: Buffalo State: NY Zip: 14213  
Telephone: (716) 913-7545 Fax: \_\_\_\_\_  
Email: aemmerson@buffalosewer.org  
Type of Project: Supply of Cationic Emulsion Polymer  
Project Timeline (Dates): 04/24/12 - 06/30/20 Budget: \$896,000.00 per year

**Reference #2:**

Company/Municipality: Louisville M.S.D.  
Contact Person: Robin Burch Title: Process Support Engineer  
Address: 4522 Algonquin Parkway  
City: Louisville State: KY Zip: 40211  
Telephone: (502) 372-7646 Fax: \_\_\_\_\_  
Email: robin.burch@louisvillemsd.org  
Type of Project: Supply of Cationic Emulsion Polymer  
Project Timeline (Dates): 05/09/13 - 08/31/20 Budget: \$1,216,000.00 per year

CITY OF FLINT PROPOSAL NO.21000505 – LIQUID CATIONIC POLYMER FOR GRAVITY BELT THICKENER @ WATER POLLUTION CONTROL

**Reference #3:**

Company/Municipality: City of Atlanta

Contact Person: Daniel Sabou Title: Plant Manager

Address: 2440 Bolton Rd., N.W.

City: Atlanta State: GA Zip: 30318

Telephone: (404) 565-8903

Fax: \_\_\_\_\_

Email: dsabou@atlantaga.gov

Type of Project: Supply of Cationic Emulsion Polymer

Project Timeline (Dates): 02/28/14 - 03/04/21 Budget: \$647,325.00 per year

**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.***

**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.

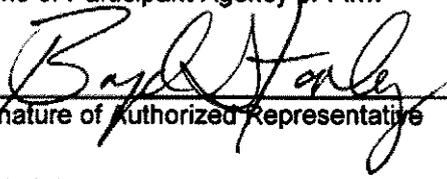
I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award.

Boyd Stanley, Vice-President

\_\_\_\_\_  
Name and Title of Authorized Representative

Polydyne Inc.

\_\_\_\_\_  
Name of Participant Agency or Firm

  
\_\_\_\_\_  
Signature of Authorized Representative

05/01/20

\_\_\_\_\_  
Date

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

**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\_\_\_\_

FOR CORPORATION

STATE OF Georgia

S.S.

COUNTY OF Liberty

Boyd Stanley being duly sworn, deposes and says that she/he/they  
is Vice-President of Polydyne Inc.  
(Official Title) (Name of Corporation)

a corporation duly organized and doing business under the laws of the State of Delaware  
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 Riceboro, GA in said County and State,

this 1st day of May, A.D. 2020

*Rebecca Beasley*

My Commission expires Dec. 17, 2020 Notary Public, Liberty County, Georgia



**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 or 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 \_\_\_\_\_

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\_\_\_\_\_

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

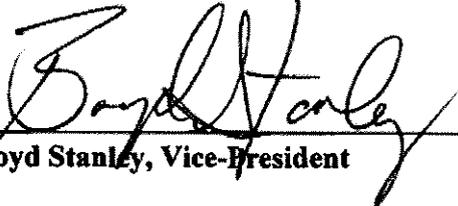
My Commission expires \_\_\_\_\_, 20\_\_\_\_\_

*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.*

**STATEMENT OF QUALIFICATIONS**

**POLYDYNE INC. ("POLYDYNE") is a wholly owned subsidiary of SNF HOLDING COMPANY ("SNFHC"). POLYDYNE is the largest supplier of water-soluble polymers to the municipal market in the United States. In addition to POLYDYNE, SNFHC operates nine manufacturing plants in the United States. We are a fully integrated manufacturing company and produce several of our key raw materials. POLYDYNE is also the only polymer supplier that offers a full range of polymer i.e. powders, emulsion and solutions. Worldwide our company has been in operation for over 25 years.**

**POLYDYNE's exclusive charter is to be the direct marketing organization for all SNFHC produced products, to the municipal market, in the United States, particularly those requiring "Manufacturer Only".**

  
\_\_\_\_\_  
**Boyd Stanley, Vice-President**

**05/01/20**  
**Date**

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>Polydyne Inc.</b>	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see Instructions) ▶	
	Address (number, street, and apt. or suite no.) <b>One Chemical Plant Rd.</b>	Requester's name and address (optional)
	City, state, and ZIP code <b>Riceboro, GA 31323</b>	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
: : : :
OR
Employer identification number
34 : 1810283

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

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 05/01/20
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### General Instructions

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

#### Purpose of Form

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

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

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

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

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

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

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

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>3</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup>List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup>Circle the minor's name and furnish the minor's SSN.

<sup>3</sup>You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup>List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



**ENDORSEMENT NO.41**

**This endorsement, effective 12:01 AM: December 31, 2019**

**Forms a part of policy no.: EG 14362834**

**Issued to: SNF HOLDING COMPANY**

**By: AIG SPECIALTY INSURANCE COMPANY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT -  
OWNERS, LESSEES OR CONTRACTORS - YOUR WORK**

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY AND  
POLLUTION LEGAL LIABILITY POLICY**

**SCHEDULE**

**Name of Additional Insured Person(s) or Organization(s):  
BLANKET WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

**I. Solely as respects COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, COVERAGE E-2 PRODUCTS POLLUTION AND EXPOSURE LIABILITY, and COVERAGE E-3 - CONTRACTORS POLLUTION LIABILITY, SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for bodily injury, property damage, personal and advertising injury, environmental damage or emergency response costs caused by:**

**A. Your acts or omissions, or**

**B. The acts or omissions of those acting on your behalf,**

**arising out of your work, including your work included in the products-completed operations hazard, or your product.**

**However:**

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law, and**
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.**

**ENDORSEMENT NO. 41 (Continued)**

**II.** As respects the coverage afforded the additional insured(s) scheduled above, this insurance is primary and non-contributory, and our obligations are not affected by any other insurance carried by such additional insured(s) whether primary, excess, contingent, or on any other basis.

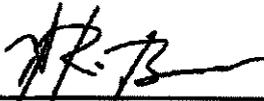
**III.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions and exclusions remain the same.

  
\_\_\_\_\_  
Authorized Representative  
or countersignature (where required by law)

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 12/31/2019 forms a part of

Policy No. CA 469-18-18 issued to SNF HOLDING COMPANY

by COMMERCE AND INDUSTRY INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

**BUSINESS AUTO COVERAGE FORM**

**SCHEDULE**

**ADDITIONAL INSURED:**

**ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.**

**I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:**

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 12/31/2019 forms a part of

policy No. CA 469-18-18 issued to SNF HOLDING COMPANY

by COMMERCE AND INDUSTRY INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

*This endorsement modifies insurance provided under the following:*

**BUSINESS AUTO COVERAGE FORM**

**Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:**

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE



**CERTIFICATE  
OF  
ANALYSIS**

Polydyne Inc.  
ONE CHEMICAL PLANT ROAD  
RICEBORO GA 31323

**CUSTOMER NAME :**  
CITY OF FLINT, MI

**OA # :** 1383688 - 1 - 1

**FLINT MI 000**

**CITY OF FLINT, MI  
DIRECTOR OF FINANCE A/O  
P. O. BOX 246  
FLINT MI 48501  
UNITED STATES**

dlewis@cityofflint.com  
DON LEWIS

<b>POLYDYNE PRODUCT NAME :</b> CLARIFLOC CE-2141				
<b>PURCHASE ORDER NR :</b> 19-001539			<b>DATE :</b> 03/12/2020	
<b>AMOUNT :</b> 38250 LB				
			<b>QUALITY CONTROL</b>	
	<b>UNIT</b>	<b>SPECIFICATION</b>	<b>BATCH NUMBER RC20/6010M</b>	<b>QC</b>
BULK BROOKFIELD VISCOSITY	cps	500 - 2000	1520	1010 A
NON VOLATILE SOLIDS	%	45.0 - 52.0	48.9	1050 A
UL BROOKFIELD VISCOSITY	cps	3.30 - 4.30	3.76	1019 A
RESIDUAL ACRYLAMIDE	ppm	0 - 999	20	1001 A
			<b>Date :</b> 03/13/2020 <b>Signature</b> <b>Kiet Tran</b>	

If the # symbol appears in the QC-TEST column, then the data on that line is given for information only, and does not constitute a specification.

If ND appears in the result column, that means under the limit of detection.

For Personal Care ingredients, the generic name is corresponding to the INCI name.

SUP NR: OG-0098 REVISION: 04

# SNF

# POLYDYNE

## CLARIFLOC CE-2141 POLYMER

PRODUCT BULLETIN

### PRINCIPAL USES

CLARIFLOC CE-2141 is a high charge cationic polyacrylamide in emulsion form that is used as a flocculant in a wide variety of municipal wastewater treatment applications. It has been successfully applied in all liquid/solids separation systems including clarification, thickening, and dewatering.

### TYPICAL PROPERTIES

Physical Form	Clear to Milky White Liquid
Density	8.5 - 8.7 lbs/gal
Specific Gravity	1.02 - 1.04
Cationicity	60 %
Active Polyacrylamide Min.	42 %
Freezing Point	7 F. (-14 C.)

### PREPARATION AND FEEDING

CLARIFLOC CE-2141 is a single component emulsion polymer that must be pre-diluted in water before use. In most cases, this product should not be applied neat. One method for dilution is adding the neat polymer into the vortex of a mixed tank at a concentration between 0.25-1.0% polymer (0.5% is optimum) by weight. The polymer can also be injected through a number of commercially available systems that provide in-line mechanical mixing. The best feed systems use initial high energy mixing (>1000 rpm) for a short time (<30 sec) to achieve good dispersion followed by low energy mixing (<400 rpm) for a longer time (10-30 min). Polymer solutions should be aged for 15-60 minutes for best results. Solution shelf life is 8-16 hours.

### MATERIALS OF CONSTRUCTION

Cross-linked polyethylene, fiberglass, stainless steel or lined steel are the preferred materials of construction for bulk tanks. Avoid natural rubber and Buna-N gaskets as these materials swell when placed in contact with neat polymer. Unlined mild steel, black iron, galvanized steel, copper or brass are not recommended in any part of the feed system. Stainless steel, Viton or Teflon are the best choices for pump heads. For feed lines, use PVC or reinforced Tygon tubing.

### MANUFACTURING SPECIFICATIONS

Total Solids	45 - 52 %
Residual AcAm	< 1000 ppm
Neat Viscosity	500 - 2000 cPs
UL Viscosity	3.3 - 4.3 cPs

### HANDLING AND STORAGE

Suggested in-plant storage life is 12 months in unopened drums. For best results, store at 50-80 F. Bulk tanks should be mixed by periodically recirculating the contents bottom to top. Bulk tanks can also be fitted with an agitator type mixer that reaches the bottom 2 feet of the tank. Drums and bins should be mixed very well before first use and weekly after that. Do not allow emulsion polymers to freeze. Should freezing occur, allow the product to thaw thoroughly in a heated area and mix well before attempting to use it. For spills of CLARIFLOC CE-2141 sprinkle vermiculite or equivalent absorbant over the spill area and sweep the material into approved chemical disposal containers. Do not spray water onto a spill because the resulting gel is very difficult to clean up.

### SAFETY INFORMATION

CLARIFLOC CE-2141 is a mildly acidic product that can irritate the skin and eyes and should be handled accordingly. Gloves, goggles and apron are highly recommended. Anyone responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling precautions involved. Such information is outlined in the POLYDYNE Material Safety Data Sheet. In the event of an emergency with this product, contact Chemtrec anytime day or night at (800) 424-9300.

### SHIPPING

CLARIFLOC CE-2141 Polymer is shipped in 55 gallon drums containing 450 pounds net or in 275 gallon totes containing 2300 pounds net. Bulk quantities are also available.

### ADDITIONAL INFORMATION

To place an order or obtain technical information from anywhere in the continental United States, call toll free:

**(800) 848-7659**

**For additional information, please refer to the Safety Data Sheet (SDS)**

All statements, information and data given herein are believed to be accurate, but are presented without warranty, expressed or implied. Statements concerning possible use are made without representation or warranty that any such use is free of patent infringement, and is not a recommendation to infringe on any patent. The user should not assume that all safety measures are indicated or that other measures may not be required. Any determination of the suitability of a particular product for any use contemplated by the user is the sole responsibility of the user.

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# SAFETY DATA SHEET

According to U.S. Code of Federal Regulations 29 CFR 1910.1200, Hazard Communication.

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## SECTION 1: Identification of the substance/mixture and of the company/undertaking

### 1.1. Product identifier

Product name: **CLARIFLOC CE-2141**

Type of product: Mixture.

### 1.2. Relevant identified uses of the substance or mixture and uses advised against

Identified uses: Processing aid for industrial applications.

Uses advised against: None.

### 1.3. Details of the supplier of the safety data sheet

Company: Polydyne Inc.  
1 Chemical Plant Road  
PO BOX 279, Riceboro, GA 31323  
United States

Telephone: 1-800-848-7659

Telefax: (912)-884-8770

E-mail address: -

### 1.4. Emergency telephone number

24-hour emergency number: 1-800-424-9300

## SECTION 2: Hazards Identification

### 2.1. Classification of the substance or mixture

Classification according to paragraph (d) of 29 CFR 1910.1200:

Not classified.

### 2.2. Label elements

Labelling according to paragraph (f) of 29 CFR 1910.1200:

Hazard symbol(s):	None.
Signal word:	None.
Hazard statement(s):	None.
Precautionary statement(s):	None.

### 2.3. Other hazards

Spills produce extremely slippery surfaces.

For explanation of abbreviations see Section 16.

## **SECTION 3: Composition/information on ingredients**

### 3.1. Substances

Not applicable, this product is a mixture.

### 3.2. Mixtures

This product is a mixture.

#### Hazardous components

##### Distillates (petroleum), hydrotreated light

Concentration/ -range:	20 - 30%
CAS Number:	64742-47-8
Classification according to paragraph (d) of 29 CFR 1910.1200:	Asp. Tox. 1;H304

#### Notes

Does not result in classification of the mixture if the kinematic viscosity is greater than 20.5 mm<sup>2</sup>/s measured at 40°C.

##### Alcohols, C11-14-iso-, C13-rich, ethoxylated

Concentration/ -range:	< 6%
CAS Number:	78330-21-9
Classification according to paragraph (d) of 29 CFR 1910.1200:	Eye Dam. 1;H318

For explanation of abbreviations see section 16

## **SECTION 4: First aid measures**

**SECTION 4: First aid measures****4.1. Description of first aid measures****Inhalation:**

Move to fresh air. No hazards which require special first aid measures.

**Skin contact:**

Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. In case of persistent skin irritation, consult a physician.

**Eye contact:**

Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Get medical attention immediately.

**Ingestion:**

Rinse mouth with water. Do NOT induce vomiting. Call a physician or poison control centre immediately.

**4.2. Most important symptoms and effects, both acute and delayed**

None under normal use.

**4.3. Indication of any immediate medical attention and special treatment needed.**

None reasonably foreseeable.

**Other information:**

None.

**SECTION 5: Fire-fighting measures****5.1. Extinguishing media****Suitable extinguishing media:**

Water. Water spray. Foam. Carbon dioxide (CO<sub>2</sub>). Dry powder.

Warning! Spills produce extremely slippery surfaces.

**Unsuitable extinguishing media:**

None.

**5.2. Special hazards arising from the substance or mixture****Hazardous decomposition products:**

Ammonia. Carbon oxides (CO<sub>x</sub>). Nitrogen oxides (NO<sub>x</sub>). Hydrogen chloride. Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

**5.3. Advice for fire-fighters****Protective measures:**

Wear self-contained breathing apparatus and protective suit.

**Other information:**

Spills produce extremely slippery surfaces.

**SECTION 6: Accidental release measures***6.1. Personal precautions, protective equipment and emergency procedures**Personal precautions:*

Do not touch or walk through spilled material. Spills produce extremely slippery surfaces.

*Protective equipment:*

Wear adequate personal protective equipment (see Section 8 Exposure Controls/Personal Protection).

*Emergency procedures:*

Keep people away from spill/leak. Prevent further leakage or spillage if safe to do so.

*6.2. Environmental precautions*

Do not contaminate water.

*6.3. Methods and material for containment and cleaning up**Small spills:*

Do not flush with water. Soak up with inert absorbent material. Sweep up and shovel into suitable containers for disposal.

*Large spills:*

Do not flush with water. Dam up. Soak up with inert absorbent material. Clean up promptly by scoop or vacuum.

*Residues:*

After cleaning, flush away traces with water.

*6.4. Reference to other sections*

SECTION 7: Handling and storage; SECTION 8: Exposure controls/personal protection; SECTION 13: Disposal considerations;

**SECTION 7: Handling and storage***7.1. Precautions for safe handling*

Avoid contact with skin and eyes. Renders surfaces extremely slippery when spilled. When using, do not eat, drink or smoke.

*7.2. Conditions for safe storage, including any incompatibilities*

Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material. Incompatible with oxidizing agents.

*7.3. Specific end use(s)*

None.

**SECTION 8: Exposure controls/personal protection***8.1. Control parameters**Occupational exposure limits:*

Distillates (petroleum), hydrotreated lightACGIH: 200 mg/m<sup>3</sup> (8 hours)**8.2. Exposure controls**Appropriate engineering controls:

Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists. Ensure adequate ventilation, especially in confined areas.

Individual protection measures, such as personal protective equipment:**a) Eye/face protection:**

Safety glasses with side-shields.

**b) Skin protection:**

i) **Hand protection:** PVC or other plastic material gloves.

ii) **Other:** Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur.

**c) Respiratory protection:**

No personal respiratory protective equipment normally required.

**d) Additional advice:**

Wash hands before breaks and at the end of workday. Wash hands before breaks and immediately after handling the product. Handle in accordance with good industrial hygiene and safety practice.

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

**SECTION 9: Physical and chemical properties****9.1. Information on basic physical and chemical properties**

<b>a) Appearance:</b>	Viscous liquid, Milky.
<b>b) Odour:</b>	Aliphatic.
<b>c) Odour Threshold:</b>	No data available.
<b>d) pH:</b>	3.5 - 6.5 @ 5 g/L
<b>e) Melting point/freezing point:</b>	< 5°C
<b>f) Initial boiling point and boiling range:</b>	> 100°C
<b>g) Flash point:</b>	Does not flash.
<b>h) Evaporation rate:</b>	No data available.

i) Flammability (solid, gas):	Not applicable.
j) Upper/lower flammability or explosive limits:	Not expected to create explosive atmospheres.
k) Vapour pressure:	2.3 kPa @ 20°C
l) Vapour density:	No data available.
m) Relative density:	1.0 - 1.2
n) Solubility(ies):	Completely miscible.
o) Partition coefficient:	Not applicable.
p) Autoignition temperature:	Not applicable.
q) Decomposition temperature:	> 150°C
r) Viscosity:	> 20.5 mm <sup>2</sup> /s @ 40°C
s) Explosive properties:	Not expected to be explosive based on the chemical structure.
t) Oxidizing properties:	Not expected to be oxidising based on the chemical structure.

#### 9.2. Other information

None.

### **SECTION 10: Stability and reactivity**

#### 10.1. Reactivity

Stable under recommended storage conditions.

#### 10.2. Chemical stability

Stable under recommended storage conditions.

#### 10.3. Possibility of hazardous reactions

Oxidizing agents may cause exothermic reactions.

#### 10.4. Conditions to avoid

Protect from frost, heat and sunlight.

#### 10.5. Incompatible materials

Oxidizing agents.

#### 10.6. Hazardous decomposition products

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NO<sub>x</sub>), carbon oxides (CO<sub>x</sub>). Ammonia. Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

**SECTION 11: Toxicological information**

## 11.1. Information on toxicological effects

Information on the product as supplied:

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg
Acute dermal toxicity:	LD50/dermal/rat > 5000 mg/kg.
Acute inhalation toxicity:	The product is not expected to be toxic by inhalation.
Skin corrosion/irritation:	Non-irritating to skin.
Serious eye damage/eye irritation:	Not irritating. (OECD 437) (Based on results obtained from tests on analogous products)
Respiratory/skin sensitisation:	Not sensitizing.
Mutagenicity:	Not mutagenic.
Carcinogenicity:	Not carcinogenic.
Reproductive toxicity:	Not toxic for reproduction.
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	No known effect.
Aspiration hazard:	Due to the viscosity, this product does not present an aspiration hazard.

Relevant information on the hazardous components:Distillates (petroleum), hydrotreated light

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (OECD 401)
Acute dermal toxicity:	LD50/dermal/rabbit > 5000 mg/kg. (OECD 402)
Acute inhalation toxicity:	LC0/inhalation/4 hours/rat $\geq$ 4951 mg/m <sup>3</sup> (OECD 403) (Based on results obtained from tests on analogous products)
Skin corrosion/irritation:	Not irritating. (OECD 404) Repeated exposure may cause skin dryness or cracking.
Serious eye damage/eye irritation:	Not irritating. (OECD 405)
Respiratory/skin sensitisation:	By analogy with similar products, this product is not expected to be sensitizing. (OECD 406)

<i>Mutagenicity:</i>	Not mutagenic. (OECD 471, 473, 474, 476, 478, 479)
<i>Carcinogenicity:</i>	Carcinogenicity study in rats (OECD 451): Negative.
<i>Reproductive toxicity:</i>	By analogy with similar substances, this substance is not expected to be toxic for reproduction. NOAEL/rat = 300 ppm. (OECD 421)
<i>STOT - Single exposure:</i>	No known effects.
<i>STOT - Repeated exposure:</i>	NOAEL/oral/rat/90 days $\geq$ 3000 mg/kg/day (OECD 408) (Based on results obtained from tests on analogous products)
<i>Aspiration hazard:</i>	May be fatal if swallowed and enters airways.

Alcohols, C11-14-iso-, C13-rich, ethoxylated

<i>Acute oral toxicity:</i>	LD50/oral/rat > 2000 mg/kg
<i>Acute dermal toxicity:</i>	LD50/dermal/rat > 2000 mg/kg.
<i>Acute inhalation toxicity:</i>	No data available.
<i>Skin corrosion/irritation:</i>	Not irritating.
<i>Serious eye damage/eye irritation:</i>	Risk of serious damage to eyes.
<i>Respiratory/skin sensitisation:</i>	The product is not expected to be sensitizing.
<i>Mutagenicity:</i>	Negative in the Ames Test (OECD 471).
<i>Carcinogenicity:</i>	Based on the absence of mutagenicity, it is unlikely that the substance is carcinogenic.
<i>Reproductive toxicity:</i>	No data available.
<i>STOT - Single exposure:</i>	No known effects.
<i>STOT - Repeated exposure:</i>	No known effect.
<i>Aspiration hazard:</i>	No known effects.

**SECTION 12: Ecological information**

12.1. Toxicity

Information on the product as supplied:

Acute toxicity to fish:	LC50/Fish/96 hours = 10 - 100 mg/L (Estimated)
Acute toxicity to invertebrates:	EC50/Daphnia magna/48 hours = 10 - 100 mg/L. (Estimated)
Acute toxicity to algae:	Algal inhibition tests are not appropriate. The flocculation characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	No data available.
Toxicity to microorganisms:	No data available.
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

Relevant information on the hazardous components:Distillates (petroleum), hydrotreated light

Acute toxicity to fish:	LC0/Oncorhynchus mykiss/96 hours > 1000 mg/L. (OECD 203)
Acute toxicity to invertebrates:	EC0/Daphnia magna/48 hours > 1000 mg/L. (OECD 202)
Acute toxicity to algae:	IC0/Pseudokirchneriella subcapitata/72 hours > 1000 mg/L. (OECD 201)
Chronic toxicity to fish:	NOEC/Oncorhynchus mykiss/28 days > 1000 mg/L
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1000 mg/L
Toxicity to microorganisms:	EC50/Tetrahymena pyriformis/ 48h > 1000 mg/L.
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available. Readily biodegradable, exposure to sediment is unlikely.

Alcohols, C11-14-iso-, C13-rich, ethoxylated

Acute toxicity to fish:	LC50/Fish/96 hours = 1 - 10 mg/L (Estimated)
Acute toxicity to invertebrates:	EC50/Daphnia magna/48 hours = 1 - 10 mg/L. (Estimated)

<i>Acute toxicity to algae:</i>	IC50/Algae/72 hours = 1 - 10 mg/L (Estimated)
<i>Chronic toxicity to fish:</i>	Harmful to aquatic organisms, may cause long-term adverse effects in the aquatic environment.
<i>Chronic toxicity to invertebrates:</i>	Harmful to aquatic organisms, may cause long-term adverse effects in the aquatic environment.
<i>Toxicity to microorganisms:</i>	No data available.
<i>Effects on terrestrial organisms:</i>	No data available.
<i>Sediment toxicity:</i>	No data available.

### 12.2. Persistence and degradability

#### Information on the product as supplied:

<i>Degradation:</i>	Readily biodegradable.
<i>Hydrolysis:</i>	At natural pHs (>6) the polymer degrades due to hydrolysis to more than 70% in 28 days. The hydrolysis products are not harmful to aquatic organisms.
<i>Photolysis:</i>	No data available.

#### Relevant information on the hazardous components:

##### Distillates (petroleum), hydrotreated light

<i>Degradation:</i>	Readily biodegradable. 67.6% / 28 days (OECD 301 F) ; 68.8% / 28 days (OECD 306) ; 61.2% / 61 days (OECD 304 A)
<i>Hydrolysis:</i>	Does not hydrolyse.
<i>Photolysis:</i>	No data available.

##### Alcohols, C11-14-iso-, C13-rich, ethoxylated

<i>Degradation:</i>	Readily biodegradable. > 70% / 28 days (OECD 301 E)
<i>Hydrolysis:</i>	No data available.
<i>Photolysis:</i>	No data available.

### 12.3. Bioaccumulative potential

Information on the product as supplied:

The product is not expected to bioaccumulate.

Partition co-efficient (Log Pow): Not applicable.

Bioconcentration factor (BCF): No data available.

Relevant information on the hazardous components:Distillates (petroleum), hydrotreated light

Partition co-efficient (Log Pow): 3 - 6

Bioconcentration factor (BCF): No data available.

Alcohols, C11-14-iso-, C13-rich, ethoxylated

Partition co-efficient (Log Pow): Not applicable.

Bioconcentration factor (BCF): No data available.

## 12.4. Mobility in soil

Information on the product as supplied:

No data available.

Relevant information on the hazardous components:Distillates (petroleum), hydrotreated light

Koc: No data available.

Alcohols, C11-14-iso-, C13-rich, ethoxylated

Koc: No data available.

## 12.5. Other adverse effects

None.

**SECTION 13: Disposal considerations**

## 13.1. Waste treatment methods

Waste from residues/unused products:

Dispose of in accordance with local regulations. Can be landfilled or incinerated, when in compliance with local regulations.

Contaminated packaging:

Rinse empty containers with water and use the rinse-water to prepare the working solution. If recycling is not practicable, dispose of in compliance with local regulations. Can be landfilled or incinerated, when in compliance with local regulations.

Recycling:

Store containers and offer for recycling of material when in accordance with the local regulations.

**SECTION 14: Transport information**

*Land transport (DOT)*

Not classified.

*Sea transport (IMDG)*

Not classified.

*Air transport (IATA)*

Not classified.

**SECTION 15: Regulatory information**

*15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture*

Information on the product as supplied:

TSCA Chemical Substances Inventory:

All components of this product are either listed on the inventory or are exempt from listing.

US SARA Reporting Requirements:

SARA (Section 311/312) hazard class:  
Not concerned.

SARA Title III Sections:

Section 302 (TPQ) - Reportable Quantity:  
Not concerned.

Section 304 - Reportable Quantity:  
Not concerned.

Section 313 (De minimis concentration):  
Not concerned.

Clean Water Act

**SAFETY DATA SHEET**

**CLARIFLOC CE-2141**

*Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:*  
Not concerned.

Clean Air Act

*Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:*  
Not concerned.

CERCLA

*Hazardous Substances List (40 CFR 302.4) - Reportable Quantity:*  
Not concerned.

RCRA status:

Not RCRA hazardous.

California Proposition 65 Information:

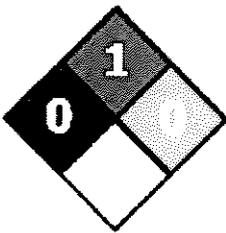
**WARNING!** This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm, Acrylamide

**SECTION 16: Other information**

NFPA and HMIS Ratings:

NFPA:

Health: 0  
Flammability: 1  
Instability: 0



HMIS:

Health: 0  
Flammability: 1  
Physical Hazard: 0  
PPE Code: B

*This data sheet contains changes from the previous version in section(s):*

SECTION 2. Hazards identification, SECTION 3. Composition/information on ingredients, SECTION 4. First aid measures, SECTION 5. Fire-fighting measures, SECTION 6. Accidental release measures, SECTION 7. Handling and storage, SECTION 8. Exposure controls/personal protection, SECTION 9. Physical and chemical properties, SECTION 10. Stability and reactivity, SECTION 11. Toxicological information, SECTION 12. Ecological information, SECTION 13. Disposal considerations, SECTION 14. Transport information, SECTION 15. Regulatory information, SECTION 16. Other Information.

*Key or legend to abbreviations and acronyms used in the safety data sheet:*

*Acronyms*

STOT = Specific target organ toxicity

*Abbreviations*

Asp. Tox. 1 = Aspiration hazard Category Code 1

Eye Dam 1 = Serious eye damage/eye irritation Category Code 1

*Hazard statements*

H304 - May be fatal if swallowed and enters airways

H318 - Causes serious eye damage

*Training advice:*

Do not handle until all safety precautions have been read and understood.

*This SDS was prepared in accordance with the following:*

U.S. Code of Federal Regulations 29 CFR 1910.1200

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Version: 18.01.a

ENCC042

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.



PROPOSAL# 22000549

RESOLUTION NO.: 210262  
PRESENTED: JUN - 6 2021  
ADOPTED: \_\_\_\_\_

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO EJ USA, INC. FOR FIRE HYDRANTS, GRATES, AND MANHOLE COVERS**

WHEREAS, Water Service Center (WSC) requires fire hydrants, grates, and manhole covers for the repair and maintenance of the City's water supply and sewage disposal system. The WSC recommends that the bid be issued to EJ USA, Inc. for FY2022 and FY2023 for the purchase of fire hydrants, grates, and manhole covers.

Account Number	Account Name	Amount
590-540.208-752.000	Supplies	\$25,000.00
591-540.202-752.000	Supplies	\$95,000.00
	<b>FY2022 GRAND TOTAL</b>	<b>\$120,000.00</b>

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to enter into a contract with EJ USA, Inc. to provide fire hydrants, grates, and manhole covers for FY2022, pending budget adoption, for the amount of \$120,000.00.

APPROVED AS TO FORM:

Angela Wheeler  
Angela Wheeler (May 24, 2021 09:17 EDT)  
Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

shelbi frayer  
shelbi frayer (May 24, 2021 11:06 EDT)  
Shelbi Frayer, Chief Financial Officer

FOR THE CITY OF FLINT:

Clyde D Edwards  
Clyde D Edwards (May 24, 2021 14:44 EDT)  
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

\_\_\_\_\_  
Kate Fields, City Council President

APPROVED AS TO PURCHASING:

Jennifer Ryan  
Jennifer Ryan (May 21, 2021 15:33 EDT)  
Jenn Ryan, Deputy Finance Director



# CITY OF FLINT

## Department of Public Works & Utilities

Sheldon Neeley  
Mayor

Paul Simpson  
Water Distribution Supervisor

Entrice Mitchell  
Sewer Maintenance Supervisor

## MEMORANDUM

**TO:** Jennifer Ryan  
Deputy Finance Director

**FROM:** Paul Simpson   
Water Distribution Supervisor

**DATE:** May 20, 2021

**SUBJECT:** Bid Recommendation –Hydrants, Grates and Covers

Recommend that proposal #22000549 for 2 years be awarded to the lowest cumulative bidder, EJ USA, Inc.





## CITY OF FLINT

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WILL YOUR DEPARTMENT NEED A CONTRACT? YES  NO

WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: *(This will depend on the term of the bid proposal)*

BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

OTHER IMPLICATIONS *(i.e., collective bargaining)*:

STAFF RECOMMENDATION: *(PLEASE SELECT)*:  APPROVED  NOT APPROVED

DEPARTMENT HEAD SIGNATURE: \_\_\_\_\_

*(Michael J. Brown, DPW Director)*



**SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES**  
**For Hydrants, Grates and Manhole Covers – (2) Years**  
**PROPOSAL# 22000549**  
 Approximate Annual Quantities – Not Guaranteed  
 Furnish as requested for the period 7/1/21 – 6/30/23

<b>Vendor</b>	<b>Description</b>	<b>Total Year 1 - FY22</b>	<b>Total Year 2 - FY23</b>
Core & Main, LP Canton, MI	Grates & Manhole Covers	<b>\$2,430.57</b>	<b>\$2,430.57</b>
	Hydrants	<b>\$3,420.27</b>	<b>\$3,420.27</b>
EJ USA, Inc. East Jordan, MI	Grates & Manhole Covers	<b>\$2,347.06</b>	<b>\$2,402.95</b>
	Hydrants	<b>\$3,293.68</b>	<b>\$3,642.89</b>

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**  
*Bid results posted are before evaluation team review and award recommendation.*



**City of Flint**  
**Department of Finance**  
**Division of Purchases & Supplies**

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Sheldon A. Neeley

May 14, 2021

**TO:** Michael Brown  
**FROM:** Jennifer Ryan  
Deputy Finance Director  
**SUBJECT:** SEALED BIDS

Attached are two (2) bids that were received for **PROPOSAL #22000549 – HYDRANTS, GRATES AND MANHOLE COVERS – (2) YEARS**. Enclosed are copies for your file. **Bid Due Date: 5/13/21. Enclosed is a spreadsheet.**

Your staff review and recommendation form is needed as soon as possible. **Please use the new fillable form.** This form is to be used for your staff review.

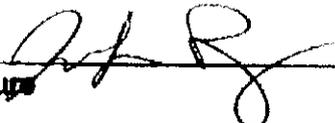
A staff review must be completed for **ALL Bids/Proposals**. Please let me know if you need a copy of the fillable form.

**Please note:** If your project is being funded by any grants issued by the federal government, you must go to:  
<https://www.dol.gov/ofccp/regs/compliance/preaward/debarlist.htm> to ensure that the selected vendor has not been debarred.

**PLEASE NOTE:**

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.

**If you have any questions, please feel free to give me a call or send an email.**

Signature 

cc: Shelbi Frayer

## ❖ EXHIBIT A - SUBMITTAL WITH DETAILED SUMMARY OF PRICING

**BID NO. 22000549**  
**HYDRANTS, GRATES AND MANHOLE COVERS - (2) YEARS**

**REQUIREMENTS/TABULATION**

Furnish as requested within 48 hours' notice beginning 7/1/2021 and ending 06/30/2023. Items shall be East Jordan Iron Works or approved equivalent. **An hour delivery notification required for all shipments requiring the use of a fork lift. If notification is not made, the City reserves the right to refuse delivery at no additional cost to the City.**

LN#	ITEM ID	DESCRIPTION	UOM	TOTAL YEAR 1 – FY22	TOTAL YEAR 2 – FY23
1	4000068010	Frame, Catch Basin, #700010	EA	223.34	228.66
2	4000070010	Grate, Regular, Catch Basin, #700030	EA	147.75	151.27
3	4000072010	Hood, Catch Basin, #700065	EA	150.72	154.31
4	4000069000	Grate, X.L., driveway, catch basin #7000M3 "DUMP NO WASTE!" DRAINS TO WATERWAYS (fish emblem)	EA	277.21	283.81
5	4000064000	Cover, open grate, manhole #107530 "DUMP NO WASTE! DRAINS TO WATERWAYS" (FISH EMBLEM)	EA	215.77	220.91
6	4000071000	Grate, State, Catch Basin	EA	135.46	138.68
8	4000070000	Grate, regular, catch basin	EA	147.75	151.27
9	4000075000	Frame, manhole #1075	EA	362.56	371.19
10		Sewer cover #1075	EA	200.63	205.41
11		MH cover, 1040-1 Z Frame Pressure Tight with 1040A solid cover pressure tight gasket seal, Flint sanitary sewer assembly to say "City of Flint" on same. 1040-1ZPT, 1040APTGS Flint SS ASY	EA	485.87	497.44
<b>GRAND TOTAL UNIT PRICING</b>				<b>\$ 2,347.06</b>	<b>\$ 2,402.95</b>

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.

**All shipping and freight charges are to be included in the bid pricing.**

Company Name: EJ USA, Inc.

**REQUIREMENTS/TABULATION**

Furnish as requested within 48 hours' notice beginning 7/1/2021 and ending 06/30/2023. Hydrants must be East Jordan Iron Works 5BR-250. 1 hour delivery notification required for all shipments requiring the use of a fork lift. If notification is not made, the City reserves the right to refuse delivery at no additional cost to the City.

LN#	ITEM ID	DESCRIPTION	UOM	TOTAL YEAR 1- FY22	TOTAL YEAR 2- FY23
		<b>FIRE HYDRANTS</b>			
1	8910065000	M.J. oversized 5'6", open right, 2-1/2" NS hose connections. 4-1/2" NS pumper, yellow, 7/8" sq. Hydrant must come with weep hole plugged B84-B	EA	1,985.32	2,021.42
2	8800000000	6" EJW Hydrant Extension	EA	234.48	235.54
3	8800000000	12" EJW Hydrant Extension	EA	271.81	275.39
4	8800000000	18" EJW Hydrant Extension	EA	308.52	312.58
5	8800000000	24" EJW Hydrant Extension	EA	334.74	339.15
6		Hydrant Wrenches	EA	50.00	50.00
7		Food grade anti-seize 7lb can	EA	108.81	108.81
<b>GRAND TOTAL UNIT PRICING</b>				<b>\$ 3,293.68</b>	<b>\$ 3,642.89</b>

**PLEASE NOTE**

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.

**All shipping and freight charge are to be included in the bid pricing.**

Company Name: EJ USA, Inc.

**All proposals will be evaluated on the following criteria:**

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.
4. All bid pricing to include shipping and freight charges.

**THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE BID**

The undersigned hereby certifies, on behalf of the respondent named in this Certification (the "Respondent"), that the information provided in this offer submitted to the City of Flint, Department of Purchase and Supplies is accurate and complete, and that I am duly authorized to submit same. I hereby certify that the Respondent has reviewed all documents and requirements included in this offer and accept its terms and conditions.

Terms: 0 Net 30 Fed. ID #: 38-1434427

Company (Respondent): EJ USA, Inc.

Address: 301 Spring Street, PO Box 439

City, State & Zip Code: East Jordan, MI 49727

Phone / Fax Number: 1-800-874-4100 FAX: 231-536-4458

Email: us.bids@ejco.com

Print Name and Title: Thomas M. Teske, Vice President & General Manager  
(Authorized Representative)

Signed:   
(Authorized Representative)

## ❖ EXHIBIT A - SUBMITTAL WITH DETAILED SUMMARY OF PRICING

**BID NO. 22000549**  
**HYDRANTS, GRATES AND MANHOLE COVERS - (2) YEARS**

REQUIREMENTS/TABULATION

Furnish as requested within 48 hours' notice beginning 7/1/2021 and ending 06/30/2023. Items shall be East Jordan Iron Works or approved equivalent. An hour delivery notification required for all shipments requiring the use of a fork lift. If notification is not made, the City reserves the right to refuse delivery at no additional cost to the City.

LN#	ITEM ID	DESCRIPTION	UOM	TOTAL YEAR 1 - FY22	TOTAL YEAR 2 - FY23
1	4000068010	Frame, Catch Basin, #700010	EA	231.29	231.29
2	4000070010	Grate, Regular, Catch Basin, #700030	EA	153.01	153.01
3	4000072010	Hood, Catch Basin, #700065	EA	156.09	156.09
4	4000069000	Grate, X.L., driveway, catch basin #7000M3 "DUMP NO WASTE" DRAINS TO WATERWAYS (fish emblem)	EA	287.07	287.07
5	4000064000	Cover, open grate, manhole #107530 "DUMP NO WASTE DRAINS TO WATERWAYS" (FISH EMBLEM)	EA	223.45	223.45
6	4000071000	Grate, State, Catch Basin	EA	140.28	140.28
8	4000070000	Grate, regular, catch basin	EA	153.01	153.01
9	4000075000	Frame, manhole #1075	EA	375.45	375.45
10		Sewer cover #1075	EA	207.77	207.77
11		MH cover, 1040-1 Z Frame Pressure Tight with 1040A solid cover pressure tight gasket seal, Flint sanitary sewer assembly to say "City of Flint" on same. 1040-12PT, 1040APTGS Flint SS ASY	EA	503.15	503.15
<b>GRAND TOTAL UNIT PRICING</b>				<b>\$ 2,430.57</b>	<b>\$ 2,430.57</b>

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.

All shipping and freight charges are to be included in the bid pricing.

Company Name: Core & Main LP

**REQUIREMENTS/TABULATION**

Furnish as requested within 48 hours' notice beginning 7/1/2021 and ending 06/30/2023. Hydrants must be East Jordan Iron Works SBR-250. 1 hour delivery notification required for all shipments requiring the use of a fork lift. If notification is not made, the City reserves the right to refuse delivery at no additional cost to the City.

LN#	ITEM ID	DESCRIPTION	UOM	TOTAL YEAR 1- FY22	TOTAL YEAR 2- FY23
<b>FIRE HYDRANTS</b>					
1	8910065000	M.J. oversized 5'6", open right, 2-1/2" NS hose connections. 4-1/2" NS pumper, yellow, 7/8" sq. Hydrant must come with weep hole plugged B84-B	EA	2072.36	2072.36
2	8800000000	6" EJW Hydrant Extension	EA	239.48	239.48
3	8800000000	12" EJW Hydrant Extension	EA	280.00	280.00
4	8800000000	18" EJW Hydrant Extension	EA	317.81	317.81
5	8800000000	24" EJW Hydrant Extension	EA	344.83	344.83
6		Hydrant Wrenches	EA	52.20	52.20
7		Food grade anti-seize 7lb can	EA	113.59	113.59
<b>GRAND TOTAL UNIT PRICING</b>				<b>\$ 3420.27</b>	<b>\$ 3420.27</b>

**PLEASE NOTE**

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.

**All shipping and freight charges are to be included in the bid pricing.**

Company Name: Core & Main LP

All proposals will be evaluated on the following criteria:

**BID SUBMITTAL FORM**

**EXHIBIT A**

**Biosolids (Landfill) Disposal Contract**

**BID FORM**

<b>BIDDER Name and Address</b>	Republic Services of Flint 4101 Holiday Drive Flint, MI 48507		
<b>Landfill (Sludge Disposal) Hours of Operation</b>	<b>YEAR 1</b> 7/1/21 to 6/30/22	<b>YEAR 2</b> 7/1/22 to 6/30/23	<b>YEAR 3</b> 7/1/23 to 6/30/24
	<b>Total cost per ton</b>	<b>Total cost per ton</b>	<b>Total cost per ton</b>
Monday thru Friday	\$19.00 per ton \$	\$20.00 per ton \$	\$21.00 per ton \$
Saturday	\$19.00 per ton \$	\$20.00 per ton \$	\$21.00 per ton \$
Holidays	\$30.00 per ton \$	\$32.00 per ton \$	\$33.00 per ton \$
<b>TOTAL COST</b> <b>13,000 Tons per fiscal year</b>	\$247,000.00 \$	\$260,000.00 \$	\$273,000.00 \$

**Biosolids Transportation Contract**  
**YEAR 1 BID FORM**  
July 1, 2021 to June 30, 2022

<b>BIDDER Name and Address</b>				
<b>LANDFILL</b>	<b>Republic Citizens Grand Blanc</b>	<b>Brent Run Montrose</b>	<b>Venice Park Lennon</b>	<b>Waste Management Birch Run</b>
<b>LOCATION</b>	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run, MI 48415
<b>DISTANCE, Miles Travel Time</b>	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
<b>Cost per ton, per mile General rate</b>	<b>Cost per <del>ton</del> Trailer</b>			
\$	\$475.00 per trailer load	\$	\$	\$

## Biosolids Transportation Contract YEAR 2 BID FORM

**July 1, 2022 to June 30, 2023**

<b>BIDDER Name and Address</b>				
<b>LANDFILL</b>	<b>Republic Citizens Grand Blanc</b>	<b>Brent Run Montrose</b>	<b>Venice Park Lennon</b>	<b>Waste Management Birch Run</b>
<b>LOCATION</b>	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run, MI 48415
<b>DISTANCE, Miles Travel Time</b>	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
<b>Cost per ton, per mile General rate</b>	<b>Cost per <del>ton</del> Trailer</b>			
\$	\$490.00 per trailer load	\$	\$	\$

## Biosolids Transportation Contract YEAR 3 BID FORM

July 1, 2023 to June 30, 2024

<b>BIDDER Name and Address</b>				
<b>LANDFILL</b>	<b>Republic Citizens Grand Blanc</b>	<b>Brent Run Montrose</b>	<b>Venice Park Lennon</b>	<b>Waste Management Birch Run</b>
<b>LOCATION</b>	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run, MI 48415
<b>DISTANCE, Miles Travel Time</b>	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
<b>Cost per ton, per mile General rate</b>	<b>Cost per <del>ton</del> Trailer</b>			
\$	\$500.00 per trailer load	\$	\$	\$

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: Net 30 days

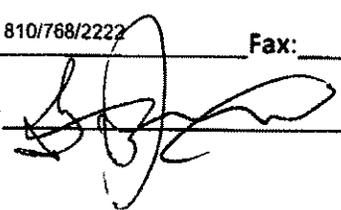
Fed. ID#: 38-3293469

Firm Name: Republic Services

Address: 4101 Holiday drive

City/State/Zip Flint, MI 48507

Phone: 810/768/2222 Fax: \_\_\_\_\_ Email: Tjohnston@republicservices.com

Signed:  Date: 03/24/2021

**EXHIBIT B**

*Sewage Sludge Cake Disposal and Transport Services*

**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: City of Bay City

Contact Person: Phil Smith Title: Director of Operations

Address: 2905 N Water Street

City: Bay City State: MI Zip: 48708

Telephone: (989) 893-5121 Fax: \_\_\_\_\_

Email: Psmith@baycitymi.org

Type of Project: Sludge filter cake hauling and disposal

Project Timeline (Dates): 07/01/18 through current Budget: \$150,000 annually

**Reference #2:**

Company/Municipality: Genoa Osceola Sewer and Water authority

Contact Person: Jim Aulette Title: Director

Address: 2911 Dorr Road

City: Brighton, State: MI Zip: 48116

Telephone: (517) 642-9653 Fax: \_\_\_\_\_

Email: jima@mhog.org

Type of Project: Sludge filter cake hauling and disposal

Project Timeline (Dates): 4-20-15 through present Budget: \$200,000 annually

**EXHIBIT B**

*Sewage Sludge Cake Disposal and Transport Services*

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

**Reference #3:**

Company/Municipality: North Kent Sewer Authority

Contact Person: Scott Schoolcraft Title: Director

Address: 4775 Coit Ave N.E.

City: Grand Rapids State: MI Zip: 49525

Telephone: (616) 363-0702 Fax: \_\_\_\_\_

Email: jschoolcraft@nksa.us

Type of Project: Sludge filter cake hauling and disposal

Project Timeline (Dates): 1-01-2012 through present Budget: \$500,000 annually

## **EXHIBIT C**

### *Sewage Sludge Cake Disposal and Transport Services*

#### **CERTIFICATE OF INSURANCE**

##### **INSURANCE REQUIREMENTS**

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 Contractor shall purchase and maintain, at its sole expense and as long as it is providing services to the City, the following insurance coverage:

Commercial General Liability - Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

##### Minimum Limits:

- \$1,000,000 per occurrence/\$2,000,000 general aggregate
- \$2,000,000 aggregate for products and completed operations
- \$1,000,000 personal and advertising injury

Automobile - Michigan "no-fault" coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

##### Minimum Limits:

- No-fault coverages - statutory
- \$500,000 per person/\$1,000,000 per accident - bodily injury
- \$500,000 per occurrence - property damage
- A combined single limit of \$1,000,000 per occurrence

Workers' Compensation and Employer's Liability- Statutory coverage or proof acceptable to the City of approval as a self-insurer by the State of Michigan.

## EXHIBIT C

### *Sewage Sludge Cake Disposal and Transport Services* **CERTIFICATE OF INSURANCE (continues)**

#### Minimum Limits:

- Workers' Compensation - statutory
- Employer's Liability - \$100,000 each accident/\$100,000 disease - each employee
- \$500,000 disease - policy limit

Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Contractor or any of its subcontractors. Coverage shall be effective upon the date of the Agreement and shall remain effective for a period of three (3) years after the date of final payment thereunder. Such coverage shall be endorsed to include any subcontractors hired by the City.

#### Minimum Limits:

- \$1,000,000 per occurrence, \$1,000,000 annual aggregate

Insurance coverage shall cover all claims against the City of Flint, its officials and employees, arising out of the work performed by the Contractor or any subcontractors under the Agreement. Should any work be subcontracted, it shall be the responsibility of the Contractor to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Contractor shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to the City. All insurance companies must maintain a rating of B+, VIII or better from AM. Best Company. Certificates of insurance with a thirty-(30) day cancellation clause shall be filed with and approved by the City at least five (5) days in advance of commencing work under the Agreement. Cancellation, material restriction, non-renewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the City.

The City reserves the right to request a complete certified copy of the policies for the above coverage's.

Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with the Agreement or any amendments thereto.

Depending on the subject matter of the transaction, the City may require other insurance coverage in addition to the coverage's contained herein.

**THE BID NUMBER IS TO APPEAR ON ALL INSURANCE CERTIFICATES**





## ADDITIONAL REMARKS SCHEDULE

AGENCY  POLICY NUMBER See First Page  CARRIER See First Page	NAIC CODE	NAMED INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054  EFFECTIVE DATE:
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**ADDITIONAL REMARKS**

**CERTIFICATE NUMBER: 1755559**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

**GENERAL LIABILITY:**

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.  
 Coverage is primary and non-contributory when required by written contract.  
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**AUTO LIABILITY:**

Certificate holder is Additional Insured when required by written contract.  
 Coverage is primary and non-contributory when required by written contract.  
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY:**

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C67458424 and stop gap coverage for OH is covered under policy no. WCU C67458503, as noted on page 1 of this certificate.

**TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:**

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C66948560) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Additional Insured includes: City of Flint, all elected and appointed officials, all employees and volunteers, all boards, commissioners, and/or authorities and their board members, employees and volunteers, when required by written contract.

**NOTICE TO OTHERS ENDORSEMENT - NOTICE BY INSURED'S REPRESENTATIVE**

Named Insured Republic Services, Inc.			Endorsement Number 61
Policy Symbol HDO	Policy Number G71450892	Policy Period 06/30/2020 TO 06/30/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

- A. If we cancel, non-renew, or materially change the Policy prior to its expiration date by notice to the first Named Insured for any reason other than nonpayment of premium, we will, as set out in this endorsement, send written notice of such cancellation, non-renewal or material change, to the first Named Insured and will allow its representative to send such notice to all persons or organizations that the first Named Insured has contractually agreed to provide such notice.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification. The failure to provide advance notification of cancellation, non renewal, or material change will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation, non-renewal or material change of the Policy.
- C. We will only be responsible for sending such notice to the first Named Insured who will notify its representative, and its representative will, in turn, send all applicable persons or organizations notice of cancellation, non-renewal, or material change at least 30 days prior to the applicable event date
- D. This endorsement does not apply in the event that the first Named Insured cancels the Policy.

All other terms and conditions of the Policy remain unchanged

**EXHIBIT D**

*Sewage Sludge Cake Disposal and Transport Services*  
**NON-BIDDER'S RESPONSE**

**VENDORS NAME:** \_\_\_\_\_

For the purpose of facilitating your firm's response to our invitation to bid, the City of Flint is interested in ascertaining reasons for prospective bidder's failure to respond to "Invitations to Bid". If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and return this form to the above address.

We are *not* responding to this "Invitation to Bid" for the following reason(s):

\_\_\_\_\_ Items or materials requested not manufactured by us or not available to our company.

\_\_\_\_\_ Our items and/or materials do not meet specifications.

\_\_\_\_\_ Specifications not clearly understood or applicable (too vague, too rigid, etc.).

\_\_\_\_\_ Quantities too Small.

\_\_\_\_\_ Insufficient time allowed for preparation of bid.

\_\_\_\_\_ Incorrect address used. Our correct mailing address is: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Our branch / division handles this type of bid. We have forwarded this bid on to them but for the future the correct name and mailing address is: \_\_\_\_\_

\_\_\_\_\_ **OTHER:** \_\_\_\_\_

\_\_\_\_\_

**Thank you for your participation in this bid.**

FOR CORPORATION

STATE OF Michigan

S.S.

COUNTY OF Genesee

Metrel Demps Metrel Demps being duly sworn, deposes and says that she/he/they  
is General Manager of Tri County Refuse DBA (Republic Services of Flint)

(Official Title)

(Name of Corporation)

a corporation duly organized and doing business under the laws of the State of Deleware  
the corporation making the within and foregoing bid; that they 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 they have not and said bidder has not directly  
or indirectly induced or solicited any other person or corporation to refrain from bidding; that they have not and  
said bidder has not in any manner sought by collusion to secure to themselves or to said corporation an advantage  
over other bidders.

Subscribed and sworn to before me at Republic Services, in said County and State,

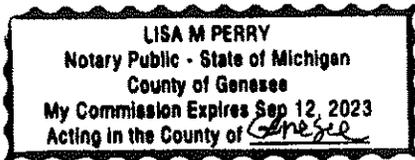
this 23 day of march, A.D. 2021

Lisa M Perry

\*Notary Public, Genesee County, Michigan

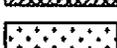
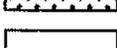
My Commission expires 9-12, 2023

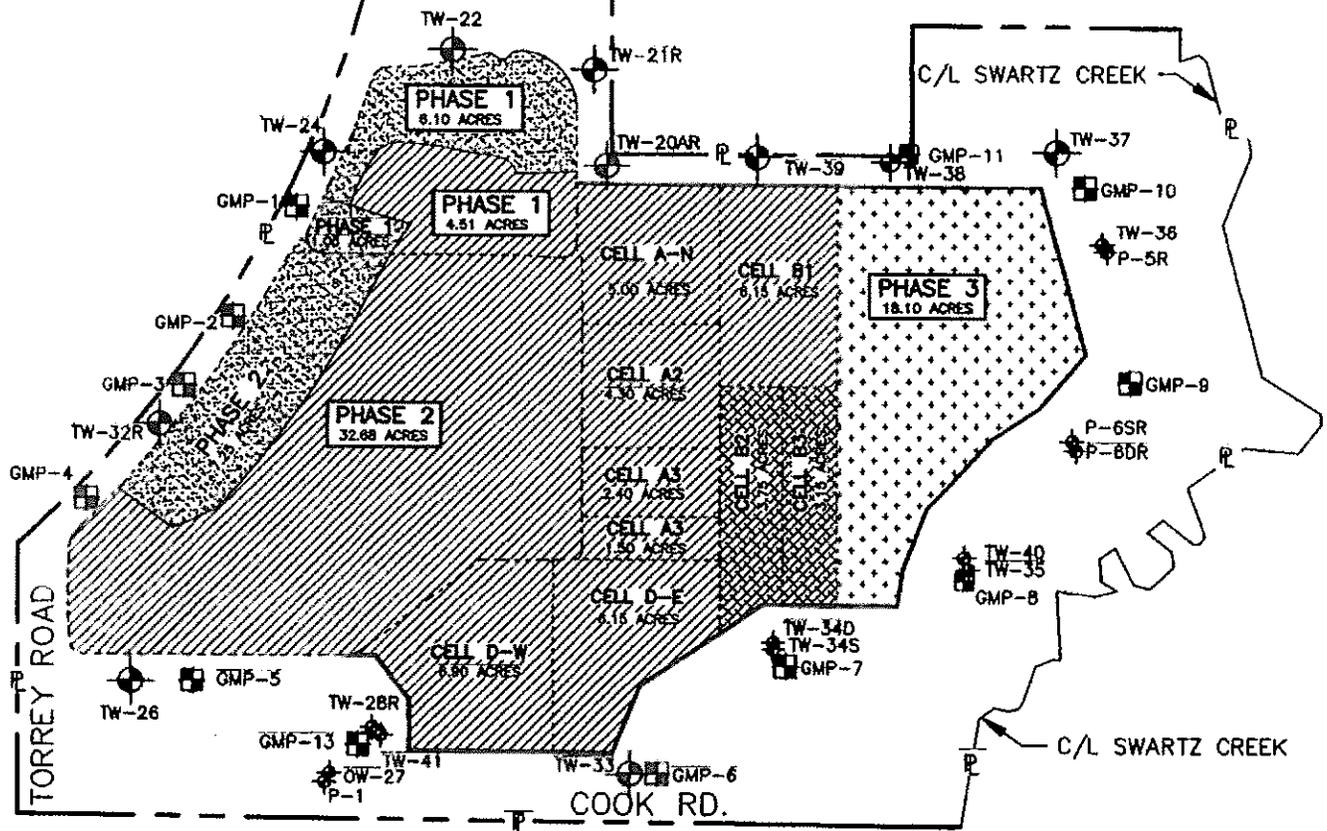
NOTE: If executed outside of the State of Michigan, certificate by the Clerk of the Court of Record, authenticating the Notary's Signature and authority should be attached.



GRAND BLANC ROAD

# ATTACHMENT "A"

-  CERTIFIED PARTIALLY CLOSED AREA = 14.40 AC.
-  ACTIVE FILL AREA NOT YET AT FINAL GRADE = 69.59 AC.
-  CONSTRUCTED AREA WITH FINANCIAL ASSURANCE = 0.0 AC.
-  UNCONSTRUCTED AREA WITH FINANCIAL ASSURANCE = 6.90 AC.
-  UNCONSTRUCTED AREA W/O FINANCIAL ASSURANCE = 18.10 AC.
-  ANCILLARY AREA = 127.52 AC.
-  EXISTING GROUNDWATER MONITORING WELLS
-  EXISTING GAS MONITORING PROBES



## MIDWESTERN CONSULTING



Civil, Environmental and  
Transportation Engineers  
Planners, Surveyors  
Landscape Architects

3815 Plaza Drive  
Ann Arbor, Michigan 48108  
Phone: 734.995.0200  
Fax 734.995.0599

## CITIZENS DISPOSAL, INC. ATTACHMENT "A"

DATE: 7/30/19

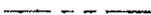
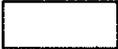
JOB NO.: **00022**

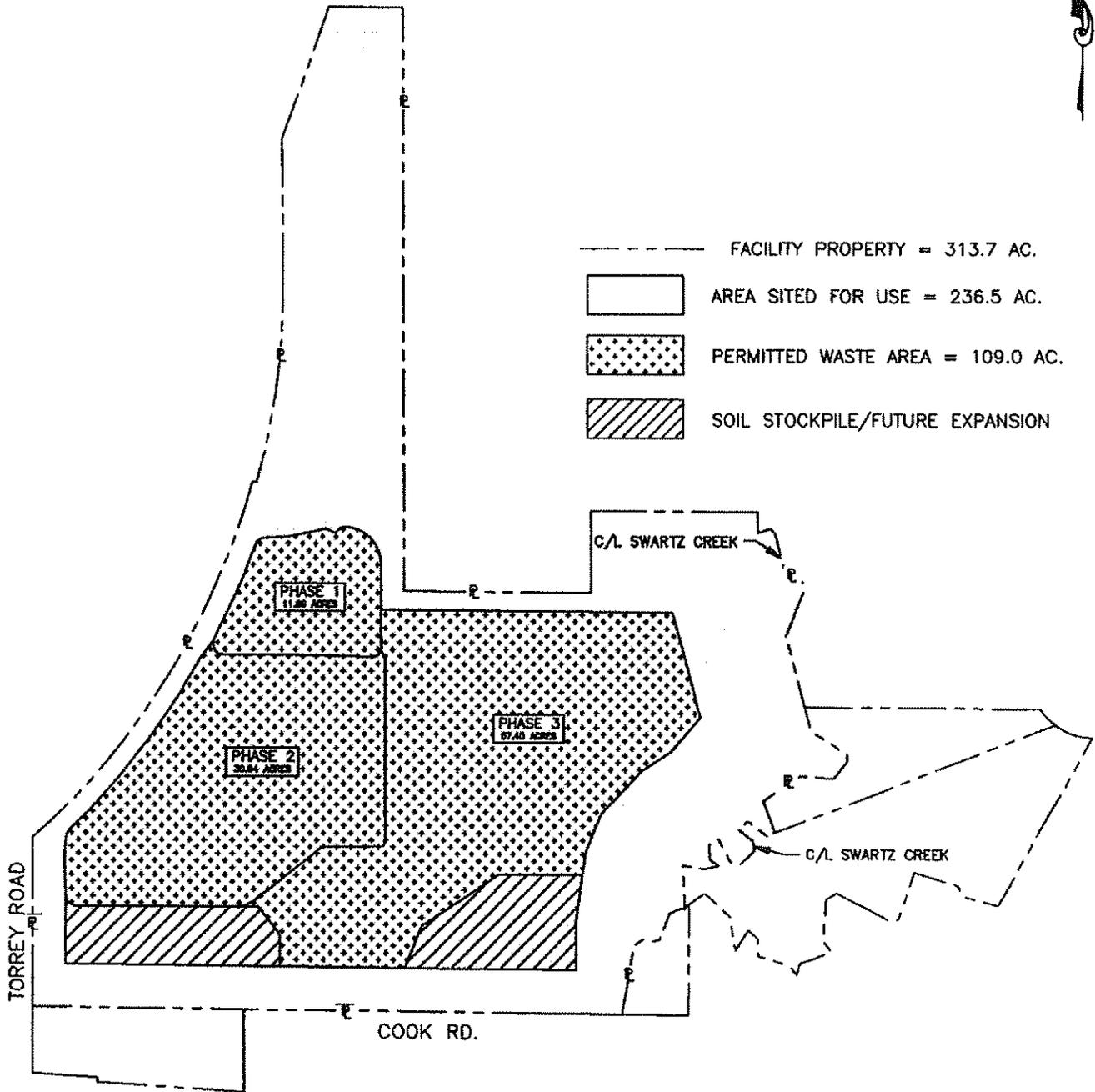
SCALE: 1" = 600'

SHEET 1 OF 1



GRAND BLANC ROAD

-  FACILITY PROPERTY = 313.7 AC.
-  AREA SITED FOR USE = 236.5 AC.
-  PERMITTED WASTE AREA = 109.0 AC.
-  SOIL STOCKPILE/FUTURE EXPANSION



# MIDWESTERN CONSULTING



Civil, Environmental and  
Transportation Engineers  
Planners, Surveyors  
Landscape Architects

3815 Plaza Drive  
Ann Arbor, Michigan 48108  
Phone: 734.995.0200  
Fax 734.995.0599

CITIZENS DISPOSAL, INC.  
SITE PLAN

DATE: 6/28/12      JOB NO.: **00022**

SCALE: 1" = 800'



SHEET 1 OF 1



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF  
ENVIRONMENT, GREAT LAKES, AND ENERGY  
LANSING DISTRICT OFFICE



LIESL EICHLER CLARK  
DIRECTOR

July 16, 2020

Mr. Derek Neal  
Citizens Disposal, Inc.  
2361 West Grand Blanc Road  
Grand Blanc, Michigan 48439

Dear Mr. Neal:

SUBJECT: In Compliance, Citizens Disposal, Inc.  
Waste Data System Number 470517

On June 26, 2020, Department of Environment, Great Lakes, and Energy, Materials Management Division (MMD), staff conducted an inspection of Citizens Disposal Landfill, located at 2361 West Grand Blanc Road, Grand Blanc, Genesee County, Michigan, to evaluate compliance with Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended; the administrative rules promulgated pursuant to Part 115; and Citizens Disposal's Solid Waste Disposal Area Operating License Number 9530 issued on August 21, 2018. A copy of the completed inspection form is enclosed.

Based upon information obtained and observations made during the inspection, MMD staff has determined that Citizens Disposal is in compliance with the requirements of Part 115 that were evaluated.

If you have any questions, please feel free to contact me at the telephone number below or by e-mail at [MaguireE@Michigan.gov](mailto:MaguireE@Michigan.gov).

Sincerely,

Evin P. Maguire  
Geologist  
Materials Management Division  
517-388-3525

Enclosure

**Michigan Department of Environmental Quality  
Waste Management and Radiological Protection Division  
Part 115 - Landfill Evaluation Report**

<b>Name of Facility</b> CITIZENS DISPOSAL INC		<b>Facility Number</b> 470517		<b>License # and Expiration Date</b> 9462      1/6/2021													
<b>Facility Address</b> 2361 W GRAND BLANC RD, GRAND BLANC, MI		<b>Facility Contact : Name - Phone Number</b> ROBERT THORNTON      810-655-4207															
<b>LEGEND: (C) = Compliance (V) = Violation (NE) = Not Evaluated (*) = See Note (-) = Does not Apply</b>																	
<i>General Operations</i>			<i>Leachate / Stormwater Mangement</i>														
C	A.	Miscellaneous Operational Issues	C	J.	Surface Water Discharge												
C	B.	Blowing Debris, Dust, Odor & Vector Control	C	K.	Protection of Surface Waters												
C	C.	Gas Monitoring & Migration	C	L.	Leachate Control / Mangement												
No	D.	Are there any exceedances of the LEL?	C	M.	Leachate Volume / Head Records												
<i>Prohibited Waste Restrictions</i>			C	N.	Secondary Volume / ARF / RFR Records												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>C</td> <td>E.</td> <td>Hazardous Waste / Liquids / Yard Waste / Other Materials Prohibited for Disposal</td> </tr> <tr> <td>C</td> <td>F.</td> <td>Random / Suspicious Load Records</td> </tr> <tr> <td>C</td> <td>G.</td> <td>Load Inspection During Evaluation</td> </tr> <tr> <td>0</td> <td># of Loads Inspected</td> <td>0 yds. Volume of Loads</td> </tr> </table>			C	E.	Hazardous Waste / Liquids / Yard Waste / Other Materials Prohibited for Disposal	C	F.	Random / Suspicious Load Records	C	G.	Load Inspection During Evaluation	0	# of Loads Inspected	0 yds. Volume of Loads	<i>Daily / Interim / Final Cover</i>		
			C	E.	Hazardous Waste / Liquids / Yard Waste / Other Materials Prohibited for Disposal												
			C	F.	Random / Suspicious Load Records												
			C	G.	Load Inspection During Evaluation												
			0	# of Loads Inspected	0 yds. Volume of Loads												
			C	O.	Adequacy of Daily Cover												
Yes	P.	Are Alternate Daily Cover Materials Used?															
Yes	Q.	Is the Use in Compliance with Approved Plan?															
C	R.	Period and Adequacy of Interim Cover															
Yes	S.	Are all lifts exposed for 90 days covered with Interim cover?															
C	T.	Completion of Area / Final Cover															
C	H.	Operations Conform to Permit, License, Order Conditions & Construction Certifications															
C	I.	Operations Conform to Approved Hydrogeo. Monitoring, Engineering and Operational Plans															
<b>REMARKS:</b>																	
<p>Inspection was carried out onsite, but in separate vehicles via phone in order to comply with COVID-19 health guidelines Documents were not reviewed onsite, but electronically via email.</p>																	
<b>Person Interviewed</b> Derek Neal		<b>Date of Inspection</b> 6/26/2020		<b>Time of Inspection</b> 2:00 PM													
<b>Inspected By</b> Evin Maguire		<b>Representing</b> EGLE-MMD															

**Michigan Department of Environmental Quality  
TYPE II LANDFILL OPERATING RECORD  
Evaluation Report**

LEGEND: (C) = Compliance (V) = Violation (NE) = Not Evaluated ( \* ) = See Note (--) = Does not Apply

C	A	Location Restriction Demonstrations	<b>REMARKS:</b>
C	B	Prohibited Waste Procedures	
C	C	Gas Monitoring Results	
C	D	Leachate, SCS Liquid and/or Gas Condensate Reintroduction Documentation	
C	E	LCS Monitoring Records	
C	F	SCS Monitoring Records	
C	G	Groundwater Monitoring Results	
C	H	Quantity of Waste Received	
C	I	Documentation of Placement of Interim Cover	
C	J	Closure Plans	
C	K	Post Closure Care Plans	
C	L	Groundwater Monitoring System Documentation	
C	M	Groundwater Sampling and Analysis Plan Documentation	
C	N	Statistical Procedures for Groundwater Monitoring	
C	O	Specific Procedures for Hydraulic Conductivity Testing for Cohesive Soils	
<b>REQUIRED BY</b>			
A 299.4438(1)(a)	B 299.4438(1)(b)	C 299.4438(1)(c)	
D 299.4438(1)(d)	E 299.4438(1)(g) & 299.4432(2)	F 299.4438(1)(g) & 299.4432(4)	
G 299.4438(1)(e)	H 299.4438(1)(f)	I 299.4438(1)(g) & 299.4429(7)	
J 299.4438(1)(g)	K 299.4438(1)(g)	L 299.4438(1)(e)	
M 299.4438(1)(e)	N 299.4438(1)(e)	O 299.4438(1)(g) & 299.4920(2)	
<b>Name of Facility</b> Citizens Disposal Landfill		<b>Date of Inspection</b> 9/24/19	<b>Time of Inspection</b> 1:00 pm
<b>Inspected By</b> Steve Blayer		<b>Representing</b> MDEQ - RMD	

## OPERATING RECORD REQUIREMENTS

<b>A. Location Restriction Demonstrations for:</b>	<b>G. Ground Water Monitoring Results</b>
<input checked="" type="checkbox"/> Groundwater Isolation	<i>Downgradient &amp; Background Groundwater Quality</i>
<input checked="" type="checkbox"/> Horizontal Isolation	<input checked="" type="checkbox"/> i. Primary Indicators + pH (Rule 450)
<input checked="" type="checkbox"/> Sensitive Areas	<input checked="" type="checkbox"/> ii. Heavy Metals (Rule 452)
<input checked="" type="checkbox"/> Airports	<input checked="" type="checkbox"/> iii. Primary Volatile Organics (Rule 453)
<input checked="" type="checkbox"/> Floodplains	<input checked="" type="checkbox"/> iv. Secondary Organics (Rule 454)
<input checked="" type="checkbox"/> Wetlands	<input checked="" type="checkbox"/> Notice of Statistically Significant Change from Background
<input checked="" type="checkbox"/> Fault Areas and Seismic Impact Zones	<input checked="" type="checkbox"/> Assessment Monitoring Plan
<input checked="" type="checkbox"/> Unstable Areas	<input checked="" type="checkbox"/> i. Notice of Constituent Levels above Groundwater Protection Standards
<input checked="" type="checkbox"/> Vertical Expansion Exemption	<input checked="" type="checkbox"/> ii. Response Action Plan
	<input checked="" type="checkbox"/> iii. Assessment of Corrective Measures
<b>B. Prohibited Waste Procedures</b>	<input checked="" type="checkbox"/> iv. Remedial Action Plan
<input checked="" type="checkbox"/> Random and Suspicious Load Inspection Records	<input checked="" type="checkbox"/> v. Notice of Implementation of Remedial Action Plan
<input checked="" type="checkbox"/> Training Procedures for Employees	
<input checked="" type="checkbox"/> Notification Procedures for Hazardous Waste Discovery	<b>H. Records of the Quantity of Waste Received</b>
	<input checked="" type="checkbox"/> [For Perpetual Care Fund]
<b>C. Gas Monitoring Information</b>	
<input checked="" type="checkbox"/> Gas Monitoring Results	<b>I. Documentation for the Placement of Interim Cover</b>
<input checked="" type="checkbox"/> Notice of Exceedance	<input checked="" type="checkbox"/> [Must be 1' Soil including Daily Cover or FML]
<input checked="" type="checkbox"/> Remediation Plan (if Gas Levels Exceeded.)	
	<b>J. Closure Plans</b>
<b>D. Leachate, Secondary Collection System (SCS) Liquid and/or Gas Condensate Reintroduction Design Documentation</b>	An Engineering Plan in Compliance with Rule 446
<input checked="" type="checkbox"/> (As required in Operating License)	<input checked="" type="checkbox"/> [Until the Unit is Officially Certified Closed]
	<input checked="" type="checkbox"/> Notice of the Intent to Close a Unit
<b>E. Leachate Collection System (LCS) Monitoring Records</b>	<input checked="" type="checkbox"/> Approved Closure Certification
<input checked="" type="checkbox"/> Weekly Leachate Depths	
<input checked="" type="checkbox"/> Monthly Volume Pumped from each Unit	<b>K. Post Closure Care Plan</b>
<i>Leachate Quality</i>	<input checked="" type="checkbox"/> An Engineering Plan in Compliance with Rule 447
<input checked="" type="checkbox"/> i. Primary Inorganic Indicators (Rule 450)	<input checked="" type="checkbox"/> Approved Post Closure Certification
<input checked="" type="checkbox"/> ii. Primary Volatile Organics (Rule 453)	
<input checked="" type="checkbox"/> iii. Other Constituents (Rules 451 & 452)	<b>L. Groundwater Monitoring System Documentation</b>
<input checked="" type="checkbox"/> LCS Pipe Cleanout and Inspection Data	<input checked="" type="checkbox"/> Design Documentation
	<input checked="" type="checkbox"/> Installation Documentation
<b>F. SCS Monitoring Records</b>	<input checked="" type="checkbox"/> Development Documentation
<input checked="" type="checkbox"/> Weekly Liquid Volumes Removed from each Unit	<input checked="" type="checkbox"/> Decommission Documentation
Average Daily Flow Rate in gal/acre/day	<input checked="" type="checkbox"/> Approval of Groundwater Monitoring System
<input checked="" type="checkbox"/> [Calculated Weekly, Monthly, and Quarterly]	
<i>SCS Liquid Quality</i>	<b>M. Groundwater Sampling and Analysis Plan Documentation</b>
<input checked="" type="checkbox"/> i. Primary Inorganic Indicators (Rule 450)	<input checked="" type="checkbox"/> Sampling and Analysis Plan
<input checked="" type="checkbox"/> ii. Primary Volatile Organics (Rule 453)	
<input checked="" type="checkbox"/> iii. Other Constituents (Rules 451 & 452)	<b>N. Statistical Procedures for Groundwater Monitoring</b>
<input checked="" type="checkbox"/> SCS Pipe Cleanout and Inspection Data	<input checked="" type="checkbox"/> The Statistical Method for Groundwater Analysis
	<input checked="" type="checkbox"/> Justification if the Test is Different from Rule 908
	<b>O. Specific Procedures for Hydraulic Conductivity Testing</b>
	<input checked="" type="checkbox"/> The Specific Procedures for Testing Cohesive Soils

**CITY OF FLINT PROPOSAL NO. 21000605**

**Sewage Sludge Cake Disposal and Transport Services**

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

**Purchasing Checklist:**

- Cover Sheet
- Exhibit A – Bid Form Submittal
- Exhibit B – List of References
- Exhibit C – Certificate of Insurance
- Exhibit D - Non-Bidder's Response
- City of Flint, Michigan Affidavit



March 24, 2021

Joyce A. McClane  
City of Flint  
Finance Department-Purchases and Supplies  
1101 S Saginaw St., Room 203, 2<sup>nd</sup> Floor  
Flint, MI 48502

Re. Proposal # 21000605

Dear Ms. McClane:

Attached is Waste Management's proposal that we have prepared for City of Flint.

Based on a comprehensive evaluation of City of Flint's waste streams, service requirements and budgetary parameters, the proposed program contains solutions designed to strengthen City of Flint's operations, address compliance issues and enhance the overall business environment. It is designed to deliver those specific benefits you have identified as most important to City of Flint.

Waste Management appreciates the business relationship that we have had for several years as your current provider of this service. We are hopeful that we will be selected as the successful bidder in this new bid package. A completed Certificate of Insurance will be provided to the City with an award.

Waste Management would like to discuss the benefits of this proposal and other value-added synergies between our companies. We look forward to working with your team on this project and establishing a business relationship structured to meet your long-term goals.

We would like to discuss the details of our recommended service plan, obtain your feedback and discuss implementation procedures. In the meantime, please call me at 248 640 8338 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin Beste'.

Kevin Beste  
Industrial Account Manager  
Waste Management  
248 640 8338

**BID SUBMITTAL FORM**

**EXHIBIT A**

**Biosolids (Landfill) Disposal Contract**

**BID FORM**

<b>BIDDER Name and Address</b>		Waste Management of Michigan - People's Landfill 4143 Rathbun Rd Birch Run, MI 48415		
<b>Landfill (Sludge Disposal) Hours of Operation</b>		<b>YEAR 1</b> 7/1/21 to 6/30/22	<b>YEAR 2</b> 7/1/22 to 6/30/23	<b>YEAR 3</b> 7/1/23 to 6/30/24
		<b>Total cost per ton</b>	<b>Total cost per ton</b>	<b>Total cost per ton</b>
Monday thru Friday		\$ 38.50	\$ 40.40	\$ 42.43
Saturday		closed	closed	closed
Holidays		closed	closed	\$ closed
<b>TOTAL COST 13,000 Tons per fiscal year</b>		<b>\$ 500,000.00</b>	<b>\$ 525,200.00</b>	<b>\$ 551,590.00</b>

**Biosolids Transportation Contract**  
**YEAR 1 BID FORM**  
**July 1, 2021 to June 30, 2022**

<b>BIDDER Name and Address</b>	Waste Management of Michigan - People's Landfill 4143 Rathbun Rd Birch Run, MI 48415			
<b>LANDFILL</b>	<b>Republic Citizens Grand Blanc</b>	<b>Brent Run Montrose</b>	<b>Venice Park Lennon</b>	<b>Waste Management Birch Run</b>
<b>LOCATION</b>	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run, MI 48415
<b>DISTANCE, Miles Travel Time</b>	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
<b>Cost per ton, per mile General rate</b>	<b>Cost per ton</b>			
\$	\$ no bid	\$ no bid	\$ no bid	\$ no bid

*Handwritten initials/signature*

**Biosolids Transportation Contract  
YEAR 2 BID FORM**

**July 1, 2022 to June 30, 2023**

<b>BIDDER Name and Address</b>	Waste Management of Michigan People's Landfill 4143 Rathbun Rd Birch Run, MI 48415			
<b>LANDFILL</b>	<b>Republic Citizens Grand Blanc</b>	<b>Brent Run Montrose</b>	<b>Venice Park Lennon</b>	<b>Waste Management Birch Run</b>
<b>LOCATION</b>	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run, MI 48415
<b>DISTANCE, Miles Travel Time</b>	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
<b>Cost per ton, per mile General rate</b>	<b>Cost per ton</b>			
\$	\$ no bid	\$ no bid	\$ no bid	\$ no bid

23

## Biosolids Transportation Contract YEAR 3 BID FORM

July 1, 2023 to June 30, 2024

<b>BIDDER Name and Address</b>	Waste Management of Michigan - People's Landfill 4143 Rathbun Rd Birch Run, MI 48415			
<b>LANDFILL</b>	<b>Republic Citizens Grand Blanc</b>	<b>Brent Run Montrose</b>	<b>Venice Park Lennon</b>	<b>Waste Management Birch Run</b>
<b>LOCATION</b>	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run, MI 48415
<b>DISTANCE, Miles Travel Time</b>	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
<b>Cost per ton, per mile General rate</b>	<b>Cost per ton</b>			
\$	\$ no bid	\$ no bid	\$ no bid	\$ no bid

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: net 30 Fed. ID#: 28-1214786

Firm Name: Waste Management of Michigan, Inc.

Address: 4143 East Rathbun Rd

City/State/Zip Birch Run, MI 48415

Phone: 2486408338 Fax: n/a Email: kbeste@wm.com

Signed: \_\_\_\_\_ Date: March 23, 2021



FOR CORPORATION

STATE OF Michigan

S.S.

COUNTY OF Genesee

Kevin Beste being duly sworn, deposes and says that she/he/they  
is an Industrial Acct Mgr of Waste Management of Michigan, Inc.  
(Official Title) (Name of Corporation)

a corporation duly organized and doing business under the laws of the State of Michigan  
the corporation making the within and foregoing bid; that they 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 they have not and said bidder has not directly  
or indirectly induced or solicited any other person or corporation to refrain from bidding; that they have not and  
said bidder has not in any manner sought by collusion to secure to themselves or to said corporation an advantage  
over other bidders.

Subscribed and sworn to before me at Flint, Michigan, in said County and State,  
this 24th day of March, A.D. 20 21

Bethany Yerk

\*Notary Public, Genesee County, Michigan

My Commission expires March 8, 2023

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.

BETHANY YERK  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF LAPEER  
My Commission Expires March 8, 2023  
Acting in the County of Genesee

**CITY OF FLINT, MICHIGAN AFFIDAVIT**

**AFFIDAVIT FOR INDIVIDUAL**

STATE OF Michigan

S.S.

COUNTY OF Genesee

Kevin Beste being duly sworn, deposes and says that they are 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 they have not directly or indirectly induced or solicited any bidder to put in a sham bid; that they have not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that they have not in any manner sought by collusion to secure themselves any advantage over other bidders.

Subscribed and sworn to before me at Flint, Michigan, in said County and State,

this 24th day of March, A.D. 20 21

Bethany Yerk

\*Notary Public, Genesee County, Michigan

My Commission expires March 8, 2023

*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.*

**BETHANY YERK**  
**NOTARY PUBLIC - STATE OF MICHIGAN**  
**COUNTY OF LAPEER**  
**My Commission Expires March 8, 2023**  
**Acting in the County of Genesee**

**EXHIBIT D**

*Sewage Sludge Cake Disposal and Transport Services*

**NON-BIDDER'S RESPONSE**

**VENDORS NAME:** \_\_\_\_\_

For the purpose of facilitating your firm's response to our invitation to bid, the City of Flint is interested in ascertaining reasons for prospective bidder's failure to respond to "Invitations to Bid". If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and return this form to the above address.

We are *not* responding to this "Invitation to Bid" for the following reason(s):

\_\_\_\_\_ Items or materials requested not manufactured by us or not available to our company.

\_\_\_\_\_ Our items and/or materials do not meet specifications.

\_\_\_\_\_ Specifications not clearly understood or applicable (too vague, too rigid, etc.).

\_\_\_\_\_ Quantities too Small.

\_\_\_\_\_ Insufficient time allowed for preparation of bid.

\_\_\_\_\_ Incorrect address used. Our correct mailing address is: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Our branch / division handles this type of bid. We have forwarded this bid on to them but for the future the correct name and mailing address is: \_\_\_\_\_

\_\_\_\_\_ **OTHER:** \_\_\_\_\_

\_\_\_\_\_

**Thank you for your participation in this bid.**

## **EXHIBIT C**

### *Sewage Sludge Cake Disposal and Transport Services*

## **CERTIFICATE OF INSURANCE**

### **INSURANCE REQUIREMENTS**

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 Contractor shall purchase and maintain, at its sole expense and as long as it is providing services to the City, the following insurance coverage:

**Commercial General Liability - Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.**

#### **Minimum Limits:**

- **\$1,000,000 per occurrence/\$2,000,000 general aggregate**
- **\$2,000,000 aggregate for products and completed operations**
- **\$1,000,000 personal and advertising injury**

**Automobile - Michigan "no-fault" coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.**

#### **Minimum Limits:**

- **No-fault coverages - statutory**
- **\$500,000 per person/\$1,000,000 per accident - bodily injury**
- **\$500,000 per occurrence - property damage**
- **A combined single limit of \$1,000,000 per occurrence**

**Workers' Compensation and Employer's Liability- Statutory coverage or proof acceptable to the City of approval as a self-insurer by the State of Michigan.**

## EXHIBIT C

### *Sewage Sludge Cake Disposal and Transport Services*

#### **CERTIFICATE OF INSURANCE (continues)**

##### Minimum Limits:

- Workers' Compensation - statutory
- Employer's Liability - \$100,000 each accident/\$100,000 disease - each employee
- \$500,000 disease - policy limit

Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Contractor or any of its subcontractors. Coverage shall be effective upon the date of the Agreement and shall remain effective for a period of three (3) years after the date of final payment thereunder. Such coverage shall be endorsed to include any subcontractors hired by the City.

##### Minimum Limits:

- \$1,000,000 per occurrence, \$1,000,000 annual aggregate

Insurance coverage shall cover all claims against the City of Flint, its officials and employees, arising out of the work performed by the Contractor or any subcontractors under the Agreement. Should any work be subcontracted, it shall be the responsibility of the Contractor to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Contractor shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to the City. All insurance companies must maintain a rating of B+, VIII or better from AM. Best Company. Certificates of insurance with a thirty-(30) day cancellation clause shall be filed with and approved by the City at least five (5) days in advance of commencing work under the Agreement. Cancellation, material restriction, non-renewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the City.

The City reserves the right to request a complete certified copy of the policies for the above coverage's.

Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with the Agreement or any amendments thereto.

Depending on the subject matter of the transaction, the City may require other insurance coverage in addition to the coverage's contained herein.

**THE BID NUMBER IS TO APPEAR ON ALL INSURANCE CERTIFICATES**

**EXHIBIT B**

*Sewage Sludge Cake Disposal and Transport Services*

**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: City of Mount Clemens

Contact Person: Jason Pich Title: Plant Superintendent

Address: 1750 Clara St

City: Mt Clemens State: MI Zip:

Telephone: 586 707 2979 Fax:

Email: jpich@cityofmountclemens.com

Type of Project: Bio Solids solidification and hauling

Project Timeline (Dates): 3 years Budget: \$100,000

**Reference #2:**

Company/Municipality: City of Wyandotte

Contact Person: Jason Tapp Title: Plant Manager

Address: 797 Central

City: Wyandotte State: MI Zip: 48192

Telephone: 313-590-3509 Fax:

Email: jason.tapp@veolia.com

Type of Project: sludge hauling

Project Timeline (Dates): 5 years Budget: 1,000,000.00

**EXHIBIT B**

*Sewage Sludge Cake Disposal and Transport Services*

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

**Reference #3:**

Company/Municipality: Bio Tech Agrnomics

Contact Person: Don Popma Title: General Manager

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

City: Beulah State: MI Zip: 49617

Telephone: 616 835 0100 Fax: \_\_\_\_\_

Email: dpopma@biotechag.com

Type of Project: bio solids management

Project Timeline (Dates): 5 years Budget: 2,000,000.00



**RECORD DRAWING**

Check, recheck, and verify all dimensions and quantities shown on this drawing. Do not alter or modify this drawing without the written approval of the engineer of record.

NO.	DATE	DESCRIPTION
1	11/15/2020	ISSUED FOR PERMIT
2	11/15/2020	ISSUED FOR CONSTRUCTION
3	11/15/2020	ISSUED FOR RECORD

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

2. ALL DIMENSIONS ARE TO BE VERIFIED BY THE CONTRACTOR.

3. ALL DIMENSIONS ARE TO BE VERIFIED BY THE CONTRACTOR.

4. ALL DIMENSIONS ARE TO BE VERIFIED BY THE CONTRACTOR.

5. ALL DIMENSIONS ARE TO BE VERIFIED BY THE CONTRACTOR.

December 15, 2020

Terry Nichols  
Peoples Landfill, Inc.  
4143 E. Rathbun Road  
Birch Run, MI 48415

RE: Quarterly Inspection  
Peoples Garbage Disposal  
Facility #437908  
4143 E. Rathbun Road  
Taymouth Township  
Saginaw County, Michigan

Dear Mr. Nichols:

On December 11, 2020, this writer representing the Saginaw County Health Department conducted a quarterly inspection at the above captioned location. The purpose of the inspection was to evaluate compliance of the facility with the requirements of Part 115 of the Natural Resources and Environmental Protection Act P.A. 451 of 1994, as amended, and the rules promulgated pursuant to Part 115

At the time of the inspection, no operational violations were noted. Enclosed is a copy of the inspection report for your records.

Should you have any questions, please feel free to contact this office at (989) 758-3685.

Sincerely,

For Christina A. Harrington, M.P.H.  
Health Office

Jerry Maxson, R.E.H.S.  
Environmental Health Specialist I

JWM:afh

Enclosure

c: Lori Babcock, EGLE - MMD  
Saginaw County Planning Department  
Taymouth Township Supervisor

**Michigan Department of Environmental Quality  
Waste Management and Radiological Protection Division  
Part 115 - Landfill Evaluation Report**

<b>Name of Facility</b> People's Landfill, Inc.		<b>Facility Number</b> 437908	<b>License # and Expiration Date</b> 9480      7/28/2021		
<b>Facility Address</b> 4143 E. Rathbun Rd.		<b>Facility Contact : Name - Phone Number</b> Mr. Terry Nichols      (989) 777-1145			
<b>LEGEND: (C) = Compliance (V) = Violation (NE) = Not Evaluated (*) = See Note (-) = Does not Apply</b>					
<i>General Operations</i>			<i>Leachate / Stormwater Mangement</i>		
C	A.	Miscellaneous Operational Issues	C	J.	Surface Water Discharge
C	B.	Blowing Debris, Dust, Odor & Vector Control	C	K.	Protection of Surface Waters
C	C.	Gas Monitoring & Migration	C	L.	Leachate Control / Mangement
No	D.	Are there any exceedances of the LEL?	C	M.	Leachate Volume / Head Records
<i>Prohibited Waste Restrictions</i>			-	N.	Secondary Volume / ARF / RFR Records
			<i>Daily / Interim / Final Cover</i>		
C	E.	Hazardous Waste / Liquids / Yard Waste / Other Materials Prohibited for Disposal	C	O.	Adequacy of Daily Cover
C	F.	Random / Suspicious Load Records	No	P.	Are Alternate Daily Cover Materials Used?
NE	G.	Load Inspection During Evaluation		Q.	Is the Use in Compliance with Approved Plan?
# of Loads Inspected		yds. Volume of Loads	C	R.	Period and Adequacy of Interim Cover
<i>Permit and License Compliance</i>			Yes	S.	Are all lifts exposed for 90 days covered with interim cover?
C	H.	Operations Conform to Permit, License, Order Conditions & Construction Certifications	C	T.	Completion of Area / Final Cover
C	I.	Operations Conform to Approved Hydrogeo, Monitoring, Engineering and Operational Plans			
<b>REMARKS:</b>					
<b>Person Interviewed</b> Terry Nichols			<b>Date of Inspection</b> 12/11/2020	<b>Time of Inspection</b> 2:50 p.m.	
<b>Inspected By</b> Jerry Maxson			<b>Representing</b> EGLE - MMD		

**DEFINITIONS**



PROPOSAL# 22000030

RESOLUTION NO.: 210265

PRESENTED: JUN - 6 2021

ADOPTED: \_\_\_\_\_

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO DUPERON CORPORATION  
FOR EAST PUMPING STATION WASHER COMPACTOR**

WHEREAS, in municipal wastewater treatment facilities, wastewater screening equipment is crucial to plant performance and for managing costs. The washer compactor dewateres and compacts the collected debris reducing odor and volume which in turn reduces operating and maintenance costs. Water Pollution Control (WPC) request to replace the current compactor at the Easting Pumping Station, which has failed and is not operable. WPC recommends the sole qualified bidder, Duperon Corporation, be awarded the bid in FY2022 for the amount of \$81,365 for the East Pump Station Washer Compactor.

Account Number	Account Name	Amount
590-550.300-977.000	Equipment	\$81,365.00
	<b>FY2022 GRAND TOTAL</b>	<b>\$81,365.00</b>

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to enter into a contract with Duperon Corporation to provide the East Pump Station washer compactor for FY2022, pending budget adoption, for the amount of \$81,365.00.

APPROVED AS TO FORM:

Angela Wheeler  
Angela Wheeler (May 24, 2021 08:13 EDT)  
**Angela Wheeler, Chief Legal Officer**

APPROVED AS TO FINANCE:

Shelbi Frayer  
shelbi frayer (May 24, 2021 11:13 EDT)  
**Shelbi Frayer, Chief Financial Officer**

FOR THE CITY OF FLINT:

Clyde D Edwards  
Clyde D Edwards (May 24, 2021 14:45 EDT)  
**Clyde Edwards, City Administrator**

APPROVED BY CITY COUNCIL:

\_\_\_\_\_  
**Kate Fields, City Council President**

APPROVED AS TO PURCHASING:

Jennifer Ryan  
Jennifer Ryan (May 21, 2021 15:43 EDT)  
**Jenn Ryan, Deputy Finance Director**



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 05/19/2021

BID/PROPOSAL# B22-030

AGENDA ITEM TITLE: East Pumping Station Washer Compactor

PREPARED BY John Florshinger
Utilities Maintenance & SCADA Supervisor

VENDOR NAME: Duperon Corporation

BACKGROUND/SUMMARY OF PROPOSED ACTION:

In municipal wastewater treatment facilities, wastewater screening equipment is crucial to plant performance and for managing costs. The washer compactor dewateres and compacts the collected debris reducing odor and volume which in turn reduces operating and maintenance costs. This request to replace the current compactor at WPC's East Pumping Station which has failed and is not operable.

I recommend that the sole qualified bidder, Duperon Corporation, be awarded the bid in the FY 2022 budgeted amount of \$81,365.00 for the East Pump Station Washer Compactor.

FINANCIAL IMPLICATIONS: None

BUDGETED EXPENDITURE? YES [X] NO [ ] IF NO, PLEASE EXPLAIN:

Table with 5 columns: Dept., Name of Account, Account Number, Grant Code, Amount. Row 1: DPW-WPC, Equipment, 590-550.300-977.000, \$81,365.00. Row 2: FY21 GRAND TOTAL, \$81,365.00.

PRE-ENCUMBERED? YES [X] NO [ ] REQUISITION NO: 210004477

ACCOUNTING APPROVAL: \_\_\_\_\_ Date: \_\_\_\_\_

WILL YOUR DEPARTMENT NEED A CONTRACT? YES [ ] NO [X]

(If yes, please indicate how many years for the contract) YEARS



## CITY OF FLINT

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**WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal)**

**BUDGET YEAR 1**

**BUDGET YEAR 2**

**BUDGET YEAR 3**

**OTHER IMPLICATIONS (i.e., collective bargaining):** None.

**STAFF RECOMMENDATION: (PLEASE SELECT):**  **APPROVED**  **NOT APPROVED**

**DEPARTMENT HEAD SIGNATURE:**

  
\_\_\_\_\_  
(Jeanette Best, WPC Manager)



Sheldon A. Neeley

# City of Flint

## Department of Finance

### Division of Purchases & Supplies

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May 18, 2021

**TO:** Jeanette Best  
**FROM:** Jennifer Ryan  
Deputy Finance Director  
**SUBJECT:** SEALED BIDS

Attached is one (1) bid that was received for **BID# 22000030 – EAST PUMPING STATION WASHER COMPACTOR**. Enclosed are copies for your file. **Bid Due Date: 5/18/21. Enclosed is a spreadsheet.**

Your staff review and recommendation form is needed as soon as possible. **Please use the new fillable form.** This form is to be used for your staff review.

A staff review must be completed for **ALL Bids/Proposals**. Please let me know if you need a copy of the fillable form.

**Please note:** If your project is being funded by any grants issued by the federal government, you must go to:  
<https://www.dol.gov/ofccp/regs/compliance/preaward/debarlst.htm> to ensure that the selected vendor has not been debarred.

**PLEASE NOTE:**

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.

**If you have any questions, please feel free to give me a call or send an email.**

  
\_\_\_\_\_  
Signature

cc: Shelbi Frayer





**SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES**  
**For East Pumping Station Washer Compactor**  
**BID# 22000030**  
 Approximate Annual Quantities – Not Guaranteed  
 Furnish as requested for the period 7/1/21 – 6/30/22

**Bidder# 1: Duperon Corporation**  
**Saginaw, MI**

Description	Unit	QTY	Amount
Washer Compactor including hopper and discharge chute for East Pumping Stations.	LOT	1	<b>\$81,365.00</b>
<b>TOTAL</b>			<b>\$81,365.00</b>

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

*Bid results posted are before evaluation team review and award recommendation.*



May 17, 2021

Joyce A. McClane  
Division of Purchase and Supplies  
1101 S. Saginaw St.; Room 203  
Flint, Michigan 48502

RE: East Pumping Station Washer Compactor  
    BID #22000030  
    Duperon Proposal # 9450

Dear Ms. McClane;

Thank you for the opportunity to provide the Duperon washer compactor equipment for the City of Flint – East Pumping Station project. Duperon Corporation is the leader in preliminary liquids/solids separation technologies and provides technologies for coarse screening, fine screening, low flow screening, ultra screening, washing compacting and conveying. Duperon® technologies are designed and manufactured in Saginaw, Michigan and operate in North America and internationally. Saginaw is less than an hour from the East Pumping Station and all of our engineering, manufacturing after sale service and spare parts are located close by.

Privately owned, Duperon Corporation was established in 1985. Terry Duperon's knowledge and experience of pumps and pumping, as well as understanding the problems caused by water-borne debris led him to invent the Duperon® Self-Cleaning Trashrack. This technology is now a favorite for tough storm water and flood control applications in North America and as far away as New Zealand.

In 1995, Terry developed the FlexLink™ and created the patented Duperon® FlexRake®, which is now used in more than 1,500 installations in municipal wastewater, industrial wastewater and open channel applications throughout the world. This important screening technology has eliminated the need for confined space entries by engineering out submerged bearings and sprockets and has dramatically reduced maintenance for screen applications. Duperon developed the washer compactor in 2003 and it is unique as it has two interleaving augers that help to wash and move the debris to the storage bin up to forty feet away.

This proposal follows the sections laid out in the RFP and lists the details of our equipment and how our compactor would perform at the East Pump Station.

We look forward to working with you further on this project. Please visit our website at [www.Duperon.com](http://www.Duperon.com) to learn more about our company, innovative products and successful projects

Respectfully,

David Herald  
Lead Sales Project Manager  
Duperon Corporation, LLC

**BID NO. 22000030  
EAST PUMPING STATION WASHER COMPACTOR**

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

**Purchasing Checklist:**

- Cover Sheet
- Exhibit A - Complete Proposal Submittal with detailed Summary of Pricing
- Exhibit B -Qualifications and Licenses Requirements
- Exhibit C - Disclosure of Supplier Responsibility Statement
- Exhibit D - List of References
- Exhibit E - Certificate of Insurance
- Exhibit F - Non-Bidder's Response
- City of Flint, Michigan Affidavit

## ❖ EXHIBIT A - SUBMITTAL WITH DETAILED SUMMARY OF PRICING

**BID NO. 22000030  
EAST PUMPING STATION WASHER COMPACTOR****SCOPE OF SERVICES**

The City of Flint Water Pollution Control (herein referred to as WPC) is seeking qualified washer compactor manufacturers to supply a new compactor for its East Pumping Station. This bid shall include all necessary engineering, integration, consultation, recommendations and oversight required to provide a complete and functioning compaction equipment. WPC shall have the final decision on all equipment, design, engineering, programming and recommendations

**1.1 SUMMARY****A. SCOPE OF WORK**

Manufacturer shall supply an interleaving, dual auger washer compactor assembly as detailed in the following specifications. A single unit shall provide washing and compacting action on wastewater screenings collected from two (2) existing Duperon barscreens located at the City's East Pumping Station.

**B. QUALITY ASSURANCE**

- 1 All equipment supplied under this section shall be of a single manufacturer and demonstrate, to the satisfaction of the City, that the quality is equal to equipment made by those manufacturers specifically named herein.
- 2 The equipment furnished shall be fabricated, assembled, erected, and placed in proper operating condition in full conformity with approved drawings, specifications, engineering data, and/or recommendations furnished by the equipment manufacturer.

**1.2 SUBMITTALS**

The equipment manufacturer shall submit the following items:

1. (4)- Sets of Shop Drawings, including: Main Layout Drawings, List of Equipment Specifications, and Recommendations furnished by the Equipment Manufacturer.
2. (4)- Sets As-Built Drawings of Washer Compactor Structure, Controls, and Accessories (as applicable)
3. Detailed description of how to integrate controls with the existing conveyor and two (2)- Duperon bar screen controls.
4. List of Spare Parts and Special Tools (as applicable).
5. (4)- Sets O&M Manuals (including As-Built Drawings) to be provided after equipment ships for inclusion in the close-out Submittal process.

**1.3 QUALITY ASSURANCE**

- A. The Washer Compactor shall be fully assembled and shop tested at the manufacturing facility prior to shipment. Shop testing shall include a minimum of 4 hours of run time.
- B. To assure quality and performance All equipment furnished under this Section and related sections shall be of a single manufacturer who has been regularly engaged in the design and manufacture of the equipment and demonstrates, to the satisfaction of the City, that the quality is equal to equipment made by those manufacturers specifically named herein. And the Washer Compactor manufacturer shall have at least 25 installations of the specified model of Washer Compactor equipment that has been in successful operation, at similar installations, for at least five (5) years. Upon request, the manufacturer shall provide a reference of such installation sites along with the relevant contact information.

- C. The equipment furnished shall be fabricated, assembled, installed and placed in proper operation condition in full conformity with approved drawings, specifications, engineering data, and/or recommendations furnished by the equipment manufacturer.

#### 1.4 WARRANTY

- A. The Contractor shall expressly represent, warrant and agree that all goods, equipment, material, and fabrication provided or performed on or off City premises relative to this Contract will:
1. Be free of defects in workmanship and materials for a period of twelve (12) months after the delivery of the piping to the City.
  2. Conform in all respects to the City's specifications, requirements or other descriptions.
  3. Be fit for the purpose(s) of intended use.
  4. Be new and good quality, merchantable, of good workmanship, of materials best suited for the intended purposes, and free from defects of any kind.
- B. Any usage statement, guarantee, or warranty stated in the Bid relating to equipment, materials, service, or Work will be superseded by the terms and conditions stated herein or in their absence by the following:
1. If said equipment, material, service or Work is found to be defective in workmanship and materials, design fails, or is found to be nonconforming with the terms and conditions of this Contract with the time as specified in this section, it shall, at the City's option, be repaired or replaced at the City's location by the Contractor at absolutely no cost to the City.
  2. All items delivered or supplied hereunder will be free and clear of all liens, encumbrances, claims, and security interests of whatever nature and substance. Upon request, the Contractor will supply the City with documentation satisfactory to it evidencing the absence of such liens, encumbrances, claims, and security interests.

## PART 2 – PRODUCTS

### 2.1 MANUFACTURERS

- A. Washer Compactor shall be as manufactured by Duperon Corporation.
- B. Or pre-approved equal. Washer Compactor manufacturer seeking pre-approval must submit application a minimum of one (1) weeks prior to bid day. The necessary submission to be considered a pre-approved equal shall include the following information:
1. Product data sheet
  2. Site Specific Proposal Drawing
  3. Installation drawings and instructions
  4. O & M Manual
  5. An employee list of in-house design engineers along with their respective locations and resumes.
  6. An employee list of in-house controls engineers along with their respective locations and resumes.
  7. An employee list of in-house application engineers along with their respective locations and resumes.
  8. An employee list of in-house project managers along with their respective locations and resumes.
  9. An employee list of in-house field service technicians along with their respective locations and resumes.

## 2.2 BASIS OF DESIGN

- A. Compacting Action:** The Washer Compactor shall have dual augers to provide positive displacement action. Augers shall be oriented on top of each other and rotate in opposing directions. Augers shall be intermeshed, with one left-hand and one right-hand lead. Augers shall be designed with a limited float on top of a strainer to allow for the accommodation of irregular debris.
- B. Washing Action:** The Washer Compactor shall have a wash water manifold integrated into the main housing. Two ports inside the unit shall emit a medium pressure stream. Wash water shall run continuously when the Washer Compactor is in motion. Continuous operation (non-batching) equipment is required; filling- and batching-type equipment shall not be accepted.
- C. Operation:** The Washer Compactor shall be continuous run, not requiring an operator. The Washer Compactor shall be equipped with a self-regulating, active pressure zone designed to accept non-standard wastewater debris in its original form, including but not limited to: rocks; broken concrete; and metal (such as bolts or short pipe) up to 4 inches long. The Washer Compactor shall have the ability to process multiple pieces of clothing, variable volumes of debris, and unprocessed septage or grease. The Washer Compactor shall move at a normal operating speed of 3.5 to 14.2 RPM and shall have the ability to run intermittently to sync with upstream equipment.
- D. Materials:**
1. **Fabrications:** All welded fabrications shall be made from stainless steel. All welded connections and welding procedures shall comply with AWS "Structural Welding Code – Sheet Steel" D1.3/D1.6.
  2. **Select Parts:** Select power transmission parts to be made from cast iron; however, shall conform to standard coating as follows.
  3. **Standard Coating:**  
  
Motor gearbox shall be coated in strict accordance with the paint manufacturer's specification. Surface preparation shall be done in accordance with SSPC-SP-10 near White. The three-part coating system shall be manufactured by Tnemec as follows: Prime Coat Series 90-97 Tnemec Zinc at 2.5-3.5 mils DFT; Intermediate Coat Series Typoxy at 3.0-5.0 mils DFT; and Top Coat Series 1075U Endura-Shield II at 2.0-3.0 mils DFT. Standard color is 115F Safety Blue. Material shall meet all State and Federal VOC and other regulatory requirements.
  4. **Non-Metal:** Parts not covered in the specifications above shall be manufactured from UHMW polyethylene.

E. Design Conditions:

<b>Washer Compactor</b>	
<b>Peak Capacity:</b>	150 cu.ft./hr (3 minutes)
<b>Average Capacity (Continuous):</b>	42 cu.ft./hr
<b>Wastewater Application two (2) 3/4" barscreens:</b>	Up to 26 MGD Each
<b>Water: Typical</b>	<ul style="list-style-type: none"> <li>• Utilizes filtered effluent or municipal water</li> <li>• Consumes 3-10 GPM</li> <li>• Requires 40-60 PSI</li> <li>• 1/2 inch NPT supply (female threads)</li> <li>• 3 inch NPT drain (male threads)</li> </ul>
<b>Materials of Construction:</b>	<ul style="list-style-type: none"> <li>• 304 SSSL</li> <li>• 17-4 Spur Gears</li> <li>• Delrin (or equivalent) thrust and plane bearings</li> <li>• UHMW Auger Supports</li> </ul>
<b>Strainer:</b>	<ul style="list-style-type: none"> <li>• Perforated Screen</li> </ul>
<b>Performance Data (Typical Wastewater Debris)</b>	
<b>Dry Solids:</b>	30%-60%
<b>Mass/Weight Reduction:</b>	60%-70%
<b>Volume Reduction:</b>	70%-80%
<b>Odor/Fecal:</b>	Significantly decreases odor/fecal
<b>Motor/Drive</b>	
<b>Motor Size:</b>	5 HP
<b>Motor Paint:</b>	Duperon Standard Tnemec Coating
<b>Motor Service Factor (Minimum):</b>	1.0
<b>Output Speed:</b>	14.2 RPM
<b>Speed Reducer Ratio/Output:</b>	123:1
<b>Speed Reducer Paint:</b>	Duperon Standard Tnemec Coating
<b>Site Power</b>	
<b>Phase/Voltage:</b>	240/480 volt
<b>Controls</b>	
	<ul style="list-style-type: none"> <li>• NEMA 4X SSSL enclosure</li> <li>• Main Disconnect</li> <li>• Emergency Stop</li> <li>• HOA (Auto is discreet "Run" input)</li> <li>• Fwd/Jog Reverse/E-Stop Push Button Station</li> <li>• "Run" and "In Auto" discrete outputs</li> <li>• Explosion-Proof station</li> </ul>
<b>Mounting:</b>	<ul style="list-style-type: none"> <li>• Wall</li> <li>• Pedestal (by others)</li> </ul>
<b>Project Management</b>	
<b>Submittal Quantity:</b>	2 - 4
<b>O&amp;M Manual Quantity:</b>	2 - 4
<b>Warranty Period:</b>	1 year
<b>Shipping</b>	
	<ul style="list-style-type: none"> <li>• Main unit</li> <li>• Chute(s)</li> </ul>

## 2.3 COMPONENTS

- A. Main Housing:** The main housing of the Washer Compactor shall be constructed of stainless steel (material options contained in table) with a minimum thickness of 11 gauge. Support and flange connections shall be 3/8 inch
- B. Hopper:** The hopper of the Washer Compactor shall be constructed of stainless steel with a minimum thickness of 11 gauge. Manufacturer shall measure and design the hopper to fit under the existing conveyor.
- C. Augers:** The augers shall be of stainless steel with 8-inch diameter flights, 3/8 inch-thick, with 4-inch flight pitch. The augers shall be coupled to a transmission at the drive end and be supported at the compaction end with UHMW plane bearings. This arrangement shall allow for the accommodation of irregular debris. The auger shaft shall be 2-inch stainless steel schedule 40 pipe with 2-inch solid stainless steel stub shaft
- D. Compaction Housing:** The compaction housing of the Washer Compactor shall be 1/4 inch stainless steel and shall house a spring and gate assembly to provide the resistance for compaction. The compaction housing shall contain the auger supports
- E. Discharge Chute:** The discharge chute of the Washer Compactor shall be constructed of stainless steel with a minimum thickness of 14 gauge. Support and flange connections shall be 1/4 inch. The discharge chute shall be tapered outward toward the discharge end. Manufacturer shall measure and design the discharge chute to run from the end of the conveyor to dumpster shed.
- F. Water Supply:** The water supply shall connect at a single point with a 1/2 inch NPT female connector. A NEMA 7/9 Explosion proof solenoid valve is provided to limit the wash water flow to only when the washer compactor is running. Ball valves shall be provided to distribute flow to the washing and trough sprayer connections
- G. Strainer:** A strainer shall be located beneath the lower auger to filter the washed solids. The strainer shall be removable via drain trough and pressed against the lower auger with spring pressure. The strainer shall be self-cleaning through continuous, even contact with the lower auger. Strainers requiring auger-mounted brushes will not be accepted
- H. Drain Trough:** A removable pan shall be provided beneath the main housing to collect wash water. Wash water shall be drained through a 3 inch NPT male drain port. The pan shall be a minimum of 11-gauge stainless steel.
- I. Drive Assembly:**
1. Each Washer Compactor unit shall operate independently, with its own drive unit and driven components. The gearbox shall not be vented to the outside atmosphere.
  2. The gearbox shall be grease lubricated and designed for 5 years (or 20,000 hours of operation) between recommended clean and re-grease services. The gearbox shall be right angle type, and shall incorporate cycloidal and spiral bevel gearing with a total ratio of 123:1. The gear reducer output shaft speed shall be 3.5 RPM minimum to 14.2 RPM maximum and controlled by an AC Tech, vector-type inverter (or greater service factor) based on unit torque requirements. It shall be shaft-mounted utilizing the keyless Taper-Grip bushing.
  3. The motor shall be mounted to the gear reducer by utilizing a quill, C-Face mounting style. The motor shall be AC induction type, 5 HP, 3/60/230/460 volt, explosion-proof, inverter-duty model
  4. The drive assembly shall incorporate the Duperon<sup>®</sup> standard coating system.
- J. Auger Transmission:**
1. The Drive Assembly shall be coupled to a dual gear transmission, which drives the augers in a counter-rotation.
  2. The spur gears are contained in a stainless steel housing and supported by Delrin (or equivalent) plane bearing.
  3. Grease fittings shall be located outside of the transmission housing to provide lubrication to the gears.
- K. Speed Reducer:** The Speed Reducer shall have a maximum output of 14.2 RPM, 123:1 reduction ratio with 18,900 in-lb. of output torque.
- L. Thrust Bearings:** Thrust Bearings shall be Delrin (or equivalent), self-lubricating, and be capable of withstanding a minimum of 2000 lb. of thrust load (each auger) at 14.2 RPM for life of machine.

- M. **Screw Supports:** Screw supports shall be UHMW plane type, self-lubricating, and fastened into place using stainless steel fasteners.

#### 2.4 ELECTRICAL, CONTROLS, INSTRUMENTATION

- A. **General:** Controls for the washer compactor shall be in an enclosure provided by the washer compactor manufacturer. The washer compactor manufacturer shall be responsible for proper sizing and function of the controls at 480V. **Note that the washer compactor controls must be interlocked with the main control panel of the bar screens and conveyors.**

1. Controls shall be designed to accept incoming power supply per specs and shall include a step-down transformer as needed to achieve 120V.
2. Control Panel shall be constructed to meet the appropriate NEMA classification requirements and will include a main, lockable disconnect. The panel will be constructed by a UL certified control panel build facility and will be supported by the appropriate UL labeling.
3. Controls shall be tested prior to shipment to owner. The washer compactor manufacturer shall verify all overload settings in the motor controller to insure proper overload and speed settings required for the application are properly programmed.
4. Control panel shall be wired complete with a minimum of #16 MTW wire in the appropriate colors for the circuits being supplied. 120VAC control shall be red, grounded AC neutral shall be white, DC control shall be blue, DC neutral shall be blue with a white tracer, equipment ground shall be green and all incoming and outgoing external power source wires shall be a yellow configuration. All AC power wiring shall be a minimum of #12 Black. All wires shall be labeled at both ends with heat-shrink wire markers. Internal panel wiring shall be contained in non-flammable, covered wire way.
5. All panel and panel mounted devices shall be labeled with engraved I.D. markers that reference back to the system schematics. Tags shall be white with black core, engraved as required.
6. All field wiring and power cables between the washer compactor Main Control Panel and the Local Push Button Station shall be provided by others

#### B. Components:

##### 1. Main Control Panel

- a. Enclosure shall be NEMA 4X 304 SSTL for indoor/outdoor installations.
- b. Enclosure shall not be located in a classified area.
- c. Main Control Panel shall be designed with a SCCR rating of 18KA at 480VAC minimum and labeled as such, unless otherwise specified
- d. All terminals utilized in the main panel shall be 600V rated terminals and 20% spare terminal space shall be provided for any potential future revisions.
- e. The Main Control Panel shall include at a minimum the following
  - Main fusible disconnect with lockable operator, unless otherwise specified.
  - Physical or virtual Hand/Off/Auto (HOA) Selector and Push/pull E-Stop button.
  - Elapsed run-time meter
  - Indication for "Power On", "Forward" and necessary faults
  - Fused connection for the wash water solenoid.
- f. PLC Based Controls shall include the following:
  - Programmable Logic Controller (PLC)
  - Variable Frequency Drive (VFD)
  - HMI programmable functions as required
  - SCADA Interlocking via Hard Contact and/or Ethernet Communications Protocols as required.

**2. Local Control Push Button Station**

- a. Enclosure shall be NEMA 4/7/9 rated for Classified area. Local push button station must be local to the equipment to maintain requirements of local safety codes as determined by the City
- b. Local station shall be mounted within 10 feet or as close to the equipment as safely possible and be field wired by the electrical subcontractor to the corresponding terminal inputs in the main control panel
- c. The remote pushbutton station shall include Forward, Jog Reverse and E-Stop buttons

**3. Sequence of Operations:**

- a. The Washer Compactor controls shall enable the push button station installed near the Washer Compactor when in "Hand" mode and utilize an input signal from a remote source when in "Auto" mode. Upon receiving a disruption of "remote source" signal in "Auto" mode, the Washer Compactor shall utilize an off-delay timer to allow debris to finish depositing. The wash water solenoid is energized any time that the washer compactor is running
- b. The Duperon<sup>®</sup> Speed Controller fault shall be cleared by turning off the Washer Compactor, then waiting approximately three minutes (or time designated per current UL standards) and then turning the HOA back to the desired setting. A motor overtemp fault shall clear automatically when the motor cools to a temperature within the normal operating range.

**4. Miscellaneous:**

The following shall be provided by the electrical contractor and are not part of the Washer Compactor manufacturer scope of supply:

- a. Mounting stands
- b. Mounting hardware
- c. Field wiring and conduit
  - VFD-rated motor cable (Belden #29502 or equal) recommended for all motors
  - Motor cables shall be less than 80 ft. long unless specified otherwise.
- d. Junction boxes
- e. Installation - Field wiring shall include (but not be limited to) the following connections as applicable:
  - All incoming power supply to the main control panel
  - All required grounding of the motor and controls.
  - Motor to the main control panel.
  - VFD-rated motor cable (Belden #29502 or equal) recommended for all motors
  - Motor cables shall be 80 ft. long unless specified otherwise.
  - Motor thermostat to the terminal inputs in the control panel.
  - Wash water solenoid wiring
  - Input and output signal wiring for remote start/stop as required by plans/specs
  - Remote station contacts to the corresponding terminal inputs in the main control panel.

**PART 3 – EXECUTION**

**3.1 SHIPMENT**

Shipment of all equipment shall be coordinated to allow the Washer Compactor shipment as one complete integrated assembly unless otherwise specified by the City.

**3.2 INSTALLATION**

**Anchor Bolts:** Anchor bolts and nuts shall be 304 stainless steel and furnished for each item of equipment by the CONTRACTOR.

1. Anchor bolt template drawings shall be included in the submittal to permit verification of the location structural elements, new or existing in the concrete.
2. Anchor bolt sizes, quantity and requirements will be indicated on the submittal drawings. Quantity is site specific but typically each Washer Compactor assembly requires (4) 1/2" dia. x 4 1/2" Lg. embed HILT HAS RODS w/ RE-500v3 Adhesive system anchor bolts.

**3.3 TESTING**

- A. After completion of installation, Manufacturer shall provide for testing. Testing of the Washer Compactor shall demonstrate to the City that the equipment is fully operational and that the equipment will wash, compact, and deposit materials not to exceed 4 inches.
- B. Field certification shall include inspection of the following:
  1. Verify Washer Compactor is properly leveled and anchored per the installation instructions and site drawings.
  2. Assure controls and instrumentation work in all modes.
  3. Assure proper auger rotation.
  4. Check to assure all Start-Up requirements are completed per the Installation Guide.

**3.4 ONSITE TECHNICAL ASSISTANCE**

Manufacturer shall provide services to include Installation Certification, and shall include (1) day for Start-Up and (1) day for Training. Manufacturer shall be given minimum 14 days notification prior to the need for such services. To assure the best outcome for the Owner and Contractor, the Contractor shall provide certification for completion of the PRE-COMMISSIONING CHECKLIST.

**BID FORM**

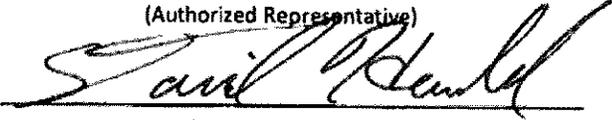
Description	Unit	QTY	Amount
Washer Compactor including hopper and discharge chute for East Pumping Stations.	LOT	1	\$81,365.00
<b>TOTAL</b>			<b>\$81,365.00</b>

**All proposals will be evaluated on the following criteria:**

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.
4. All bid pricing to include shipping and freight charges.

**THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE BID**

The undersigned hereby certifies, on behalf of the respondent named in this Certification (the "Respondent"), that the information provided in this offer submitted to the City of Flint, Department of Purchase and Supplies is accurate and complete, and that I am duly authorized to submit same. I hereby certify that the Respondent has reviewed all documents and requirements included in this offer and accept its terms and conditions.

Terms: Net 30Fed. ID #: 38 2578319Company (Respondent): Duperon CorporationAddress: 1200 Leon Scott CourtCity, State & Zip Code: Saginaw, MI 48601Phone / Fax Number: 989-401-7129 FAX: 989-754 2175Email: dherald@duperon.comPrint Name and Title: David Herald - Lead Sales Project ManagerSigned:   
(Authorized Representative)

❖ **EXHIBIT B - QUALIFICATIONS AND LICENSES REQUIREMENTS**

**Please give a synopsis of your qualifications and experience with this service.**

Duperon is the leader in simple, adaptive screening technologies and provides solutions for coarse screening, fine screening, low flow screening, ultra screening, washing compacting and conveying.

**Please list Licenses:**

Duperon is a leading Equipment Manufacturer based in Saginaw, MI

**How long have you been in business?**

Since 1985 over 35 years

**Have you done business with the City of Flint?**

Yes

**If yes, please state the project name.**

Duperon provided two mechanical bar screens in 2013 for project - P4634 Flint MI East Pump Station

❖ EXHIBIT C – DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT

- 1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract, or subcontract, or in the performance of such contract or subcontract.

N/A

---

- 2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offense indicating a lack of business integrity or business honesty which affect the responsibility of the contractor.

N/A

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- 3. List any convictions or civil judgments under state or federal antitrust statutes.

N/A

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- 4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

N/A

---

- 5. List any prior suspensions or debarments by any government agency.

N/A

---

- 6. List any contracts not completed on time.

N/A

---

- 7. List any documented violations of federal or state labor laws, regulations or standards, or occupational safety and health rules.

N/A

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**❖ EXHIBIT D – 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: City of Trenton, MI  
 Contact Person: Shawn O'Day Title: IPP Coordinator/Asset Manager  
 Address: 1801 Van Horn Rd  
 City: Trenton State: MI Zip: 48183  
 Telephone: 734-676-0646 Fax: 734-675-5382  
 Email: soday@trenton-mi.com  
 Type of Project: Barscreen and washer compactor

Project Timeline (Dates): 8-12 weeks after approval Budget: \$215,000.00

**Reference #2:**

Company/Municipality: City of Warren, MI  
 Contact Person: Bryan Clor Title: Division Head  
 Address: 32360 Warkop Ave  
 City: Waren State: MI Zip: 48093  
 Telephone: 586-264-2530 Fax: \_\_\_\_\_  
 Email: bclor@cityofwarren.org  
 Type of Project: 3 Barscreens & 2 Washer Compactors

Project Timeline (Dates): 10-12 weeks after approval Budget: \$763,000.00

❖ EXHIBIT D – LIST OF REFERENCES: (3) SIMILAR SCOPE OF WORK FROM  
THE LAST 5 YEARS (CONTINUES)

**Reference #3:**

Company/Municipality: Benton Harbor - St Joseph WWTP  
Contact Person: Tim Lynch Title: Plant Manager  
Address: 269 Anchor Way  
City: St. Joseph State: MI Zip: 49085  
Telephone: (269) 983-7719 Fax: \_\_\_\_\_  
Email: tlynch@qtm.net  
Type of Project: Barscreen & Washer Compactor  
Project Timeline (Dates): 8-12 weeks after approval Budget: \$327,000.00

**❖ EXHIBIT E – CERTIFICATE OF INSURANCE****INSURANCE REQUIREMENTS**

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 Contractor shall purchase and maintain, at its sole expense and as long as it is providing services to the City, the following insurance coverage:

Commercial General Liability - Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

**Minimum Limits:**

- \$1,000,000 per occurrence/\$2,000,000 general aggregate
- \$2,000,000 aggregate for products and completed operations
- \$1,000,000 personal and advertising injury

Automobile - Michigan "no-fault" coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

**Minimum Limits:**

- No-fault coverages - statutory
- \$500,000 per person/\$1,000,000 per accident - bodily injury
- \$500,000 per occurrence - property damage
- A combined single limit of \$1,000,000 per occurrence

Workers' Compensation and Employer's Liability- Statutory coverage or proof acceptable to the City of approval as a self-insurer by the State of Michigan.

**❖ EXHIBIT E – CERTIFICATE OF INSURANCE (CONTINUES)**

## Minimum Limits:

- Workers' Compensation - statutory
- Employer's Liability - \$100,000 each accident/\$100,000 disease - each employee
- \$500,000 disease - policy limit

Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Contractor or any of its subcontractors. Coverage shall be effective upon the date of the Agreement and shall remain effective for a period of three (3) years after the date of final payment thereunder. Such coverage shall be endorsed to include any subcontractors hired by the City.

## Minimum Limits:

- \$1,000,000 per occurrence, \$1,000,000 annual aggregate

Insurance coverage shall cover all claims against the City of Flint, its officials and employees, arising out of the work performed by the Contractor or any subcontractors under the Agreement. Should any work be subcontracted, it shall be the responsibility of the Contractor to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Contractor shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to the City. All insurance companies must maintain a rating of B+, VIII or better from AM. Best Company. Certificates of insurance with a thirty-(30) day cancellation clause shall be filed with and approved by the City at least five (5) days in advance of commencing work under the Agreement. Cancellation, material restriction, non-renewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the City.

The City reserves the right to request a complete certified copy of the policies for the above coverage's.

Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with the Agreement or any amendments thereto.

Depending on the subject matter of the transaction, the City may require other insurance coverage in addition to the coverage's contained herein.

***THE BID NUMBER IS TO APPEAR ON ALL INSURANCE CERTIFICATES***

❖ EXHIBIT F – NON-BIDDER’S RESPONSE

VENDOR’S NAME: \_\_\_\_\_

**NON-BIDDER’S RESPONSE**

For the purpose of facilitating your firm’s response to our invitation to bid, the City of Flint is interested in ascertaining reasons for prospective bidder’s failure to respond to “Invitations to Bid”. If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and return this form to the above address.

We are *not* responding to this “Invitation to Bid” for the following reason(s):

\_\_\_\_\_ Items or materials requested not manufactured by us or not available to our company.

\_\_\_\_\_ Our items and/or materials do not meet specifications.

\_\_\_\_\_ Specifications not clearly understood or applicable (too vague, too rigid, etc.).

\_\_\_\_\_ Quantities too Small.

\_\_\_\_\_ Insufficient time allowed for preparation of bid.

\_\_\_\_\_ Incorrect address used. Our correct mailing address is: \_\_\_\_\_

\_\_\_\_\_ Our branch / division handles this type of bid. We have forwarded this bid on to them but for the future the correct name and mailing address is: \_\_\_\_\_

\_\_\_\_\_ **OTHER:** \_\_\_\_\_

**Thank you for your participation in this bid.**

FOR CORPORATION

STATE OF Michigan

S.S.

COUNTY OF Saginaw

David Herald being duly sworn, deposes and says that she/he/they is Lead Sales Project Manager of Duperon Corporation

(Official Title)

(Name of Corporation)

a corporation duly organized and doing business under the laws of the State of Michigan the corporation making the within and foregoing bid; that they 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 they have not and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding; that they have not and said bidder has not in any manner sought by collusion to secure to themselves or to said corporation an advantage over other bidders.

Subscribed and sworn to before me at Duperon Corporation in said County and State, this 17<sup>th</sup> day of May, A.D. 2021

Tina Severance

\*Notary Public, Michigan County, Saginaw

My Commission expires Sept 25, 2024





# City of Flint

## Department of Purchases & Supplies

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Sheldon A. Neeley

TO: All Proposers  
FROM: Jennifer Ryan  
Deputy Finance Director  
DATE: May 12, 2021  
SUBJECT: Addendum #01 – Bid# 22000030 – East Pumping Station Washer Compactor

This addendum has been issued because of the following:

1. Attached are Questions and Answers
2. Listed below is the Google Meet information for the bid opening date – Tuesday, May 18, 2021 at 11:00 a.m.

Join with Google Meet

[meet.google.com/muv-koon-bnj](https://meet.google.com/muv-koon-bnj)

Meeting ID

[meet.google.com/muv-koon-bnj](https://meet.google.com/muv-koon-bnj)

Phone Numbers

(US)+1 617-675-4444

PIN: 325 251 761 3705#

All other bidding terms, requirements, and conditions continue as indicated in the remaining original bid documents.

The Deputy Finance Director, Jennifer Ryan, is an officer for the City of Flint with respect to this RFP.

In the submission of their proposal, Proposer must acknowledge receipt of this addendum. Proposer shall acknowledge this addendum by signing and returning one copy of this notice with their submission.

Company Name: Duperon Corporation

Address: 1200 Leon Scott Court

City / State / Zip: Saginaw, MI 48601

Telephone: 989-401-7129 Fax: 989-754-2175 Email: dherald@duperon.com

Print Name: David Herald Title: Lead Sales Project Manager

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Thank you.

  
Jennifer Ryan  
Deputy Finance Director



QUESTIONS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES  
For East Pumping Station Washer Compactor  
BID# 22000030

1. During review of the bid documentation Duperon noted that it mentions performance and material payment bonds. These are often not required in an "equipment only" bid such as this one and I did not see a specific call out in the purchasing check list requiring a Bond and do not believe one is required for this project. Can you please confirm this?  
A bond is not required.
  
2. Page 22 of 37  
Section 2.4.B.1.f
  - Please advise if PLC and Ethernet functionality is required for the site.
  - Relay based and Hard Contacts to SCADA are satisfactory for the functionality of the Washer Compactor

Relay and hardwire to SCADA would be acceptable if they can give a detailed description of how that will work with the existing Bar screen. The current Duperon bar screens run all of the time due to their size and will increase or decrease based upon the upstream and downstream level sensors. What would determine when the conveyor and the compactor would run?



# City of Flint

## Department of Purchases & Supplies

Sheldon A. Neeley

TO: All Proposers  
FROM: Jennifer Ryan  
Deputy Finance Director  
DATE: May 14, 2021  
SUBJECT: Addendum #02 – Bid# 22000030 – East Pumping Station Washer Compactor

This addendum has been issued because of the following:

1. **Attached are Revised Questions and Answers**
2. **Listed below is the Google Meet information for the bid opening date – Tuesday, May 18, 2021 at 11:00 a.m.**

**Join with Google Meet**

**[meet.google.com/muv-koon-bnj](https://meet.google.com/muv-koon-bnj)**

**Meeting ID**

**[meet.google.com/muv-koon-bnj](https://meet.google.com/muv-koon-bnj)**

**Phone Numbers**

**(US)+1 617-675-4444**

**PIN: 325 251 761 3705#**

All other bidding terms, requirements, and conditions continue as indicated in the remaining original bid documents.

The Deputy Finance Director, Jennifer Ryan, is an officer for the City of Flint with respect to this RFP.

**In the submission of their proposal, Proposer must acknowledge receipt of this addendum. Proposer shall acknowledge this addendum by signing and returning one copy of this notice with their submission.**

Company Name: Duperon Corporation

Address: 1200 Leon Scott Court

City / State / Zip: Saginaw, MI 48601

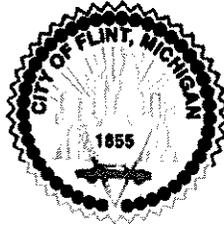
Telephone: 989-401-7129 Fax: 989-754-2175 Email: dherald@duperon.com

Print Name: David Herald Title: Lead Sales Project Manager

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Thank you.

  
Jennifer Ryan  
Deputy Finance Director



**QUESTIONS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES  
For East Pumping Station Washer Compactor  
BID# 22000030**

1. During review of the bid documentation Duperon noted that it mentions performance and material payment bonds. These are often not required in an "equipment only" bid such as this one and I did not see a specific call out in the purchasing check list requiring a Bond and do not believe one is required for this project. Can you please confirm this?  
**A bond is not required.**
  
2. Page 22 of 37  
Section 2.4.8.1.f
  - Please advise if PLC and Ethernet functionality is required for the site.
  - Relay based and Hard Contacts to SCADA are satisfactory for the functionality of the Washer Compactor**Relay and hardwire to SCADA would be acceptable if they can give a detailed description of how that will work with the existing Bar screen. The current Duperon bar screens run all of the time due to their size and will increase or decrease based upon the upstream and downstream level sensors.**
  
3. Attached please find the details of the control interface between the existing Duperon Screens and proposed new Duperon Washer Compactor.  
**See Attachment.**

**Mechanical Screen/Washer Compactor  
Process Control Narrative for Flint P9450**

Process Description

The existing facility houses two mechanical bar screening channels. All channels have manually operated slide gates at their inlet and outlet for channel isolation and/or hydraulic control. Two submersible level transducers are mounted in each channel upstream and downstream of the existing mechanical screen for screen control and alarming. Ideally, the screens will run continuously any time there is at least one foot of influent level in the channel and the screens will speed up based on a high influent level or high differential level signal.

A new washer-compactor will receive screenings from the existing Conveyor to the new washer compactor inlet hopper, and will wash, compact, and convey the screenings to a site provided disposal bin. Drainage / wash water will return to the screening channel by gravity and will be plumbed by others.

Operation

The mechanical screens are controlled by the Screening Main Control Panel with PLC logic and door-mounted operator interface located in the control room of the Headworks building. The Screening Main Control Panel has a Hand/Off/Auto selector, elapsed run-time meter, main disconnect and indication for 'Power On', 'Forward', 'VFD Fault', and 'Motor Overtemp'. It also contains a variable frequency drive to control the speed of the multi-rake, adjustable on/off cycle timers, and hard contacts/Ethernet communication for SCADA interlock. In Hand Mode, the screen utilizes input signals from the local pushbutton panel. A local control push-button station is located directly adjacent to the multi-rake bar screen, and includes 'Forward', 'Jog Reverse' and 'E-Stop' buttons. These buttons enable the operator to reverse the direction of the rake movement to address service issues, and allow for emergency shut-down. In Auto Mode, the mechanical screens are controlled by the Screening Main Control Panel. Under normal flow conditions, when the differential level, as measured by the two submersible level transducers, is between the low (level TBD) and high (level TBD, less than 12") set points, the screens operate continuously at a normal speed/speed proportional to the differential. If the differential level is below the low set point, the screens will operate intermittently, as controlled by a cycle timer in the Main Control Panel at an operator-adjustable interval. If the differential level exceeds the high set point, the screen will move to high speed operation in an attempt reduce blinding. When the upstream channel level exceeds the high channel level setpoint, the screen will start (if not already running based on differential level) and operate at high speed. An alarm is also sent to SCADA, as this could indicate a blockage in the mechanical screen or abnormal flow condition that requires operator attention. The motor thermostat will shut down the equipment if motor over-temperature condition occurs.

The existing Conveyor located behind the screens runs when either screen is running and has an off delay timer to continue running for a period of time once both screens have shut off. The conveyor will deposit the screenings into the new washer compactor Inlet hopper. The washer-compactor will be controlled by it's own Washer Compactor Main Control Panel to be located in the control room of the building. The Washer Compactor Main Control Panel will be Relay Logic based and include a



Hand/Off/Auto selector, speed controller, elapsed run-time meter, push-to-test indicator lights for 'Power On', 'Forward', 'VFD Fault', and 'Motor Overtemp'. It will also contain a variable frequency drive to control the speed of the augers, and hard contacts for SCADA interlock. In Hand Mode, the washer-compactor will utilize input signals from the local pushbutton panel. A new local pushbutton panel for the washer-compactor will be located adjacent to the washer-compactor, and will include 'Forward', 'Jog Reverse' and 'E-Stop' buttons. In Auto Mode, the washer-compactor will be controlled by the Washer Compactor Main Control Panel, and will operate whenever the existing conveyor is operating. The speed of the compactor augers will be controlled by a user adjustable VFD and will be set to run from the factory at a normal speed of (30Hz). The wash water solenoid valve will be open whenever the washer compactor is running to wash and flush the washer compactor perforated plate strainer. In the absence of an input signal or upon receiving a stop signal in Auto mode, an off-delay timer allows debris to finish depositing, including upon cessation of mechanical screen operation. The motor thermostat will shut down the Washer Compactor if motor over-temperature condition ever occurs as well as send an alarm to SCADA.



**Date:** May 17, 2021

**Proposal #9450 R2**

**Project:** East Pumping Station Washer Compactor  
BID #22000030

**Bid Date:** May 18, 2021 @ 11 00 AM Local Time

**Substantial Completion:** TBD

**Addendum:** No. 1, 2

**Owner:** The City of Flint  
Finance Department – Division of Purchases and Supplies  
1101 S. Saginaw St. Room 203 2<sup>nd</sup> Floor  
Flint MI 48502

**Duperon Contact:**

David Herald – Lead Sales Project Manager  
dherald@duperon.com

Steve Aiken - Regional Sales Manager  
saiken@duperon.com  
(989) 401-7110

**Local Representation:**

Jay Vermilye  
DuBois-Cooper Associates  
(248) 935-4456 Phone  
905 Penniman Ave.  
Plymouth MI 48170  
jvermilye@duboiscooper.com

**To: The City of Flint**

Duperon is pleased to offer the following scope of supply including washer compactor and accessories as listed in the scope of supply.

We appreciate the opportunity to provide the following pricing for the washer compactor requirements at the City of Flint East Pumping Station Washer Compactor project. We look forward to the opportunity to work with you and thank you for your consideration.

**Note: Duperon equipment is the basis of design for the washer compactor for this project.**



**Scope of Supply:**

**Specification Sections:** ITB-B22000030 Exhibit A with Addendum 2 Controls Changes to Relay Logic

**(1) Duperon® Washer Compactor - Dual Auger System – Indoor Installation**

- **Model WC3.C2.5**
    - 5HP Motor and gearbox
    - 3.15 ft from operating deck to top of washer compactor hopper rim
    - 3.56 ft long hopper length
    - 1.45 ft wide hopper width
      - Inlet Hopper will be customized / designed in Submittals to fit site
      - Accepting debris from two Duperon Bar Screens via a common conveyor
    - SSSL304 materials of construction
  - **Reduced Maintenance**
    - Accepts variable debris up to four inches, including rocks, clothing, concrete metal grease and septage – eliminating jams and equipment shutdown
    - Positive displacement technology assures that all debris which enters the hopper is washed, compacted, and discharged for disposal
    - Durable dual auger design eliminates debris wrapping
    - Non-clogging flood wash port located prior to compaction housing – ideal for non-potable water
  - **Reduced Odor**
    - Up to 60% dry solids and up to 60% mass/weight reduction – significantly reducing fecal content and odor
  - **Reduced Landfill Costs**
    - Up to 84% volume reduction
    - Self-Regulating Compaction Housing – allows for consistent dry solids output regardless of fluctuations in debris volume
  - **Reduced Power Consumption**
    - ¾ HP inverter duty motor consumes just 576 watts
    - Requires .4 KWH
- Discharge chute design
- Up to 10.00 ft long discharge chute with, (1) bend
- Water supply and drain criteria
- Non-Clog Flood Washing
  - Utilizes filtered effluent or municipal water
  - Consumes 3 to 10 gallons per minute at 40 to 60 PSI
  - 3.00 inch NPT male drain connection
  - 0.50 inch NPT water supply connection

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**Estimated Anchor Bolts Needed for Washer Compactor:**

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Estimated Anchor Bolts Needed (not included in scope of supply – by Others/Contractor):

- Anchor Bolts
  - Bolts for anchor toes and plates
  - (4) 12 mm (1/2 inch) diameter x 115 mm (4-1/2 inch) long Embed HAS Rods w/ Hilti RE-500-V3 Adhesive System
- Above quantities not guaranteed as accurate final quantities will be outlined in submittals.

**(1) Controls Package, Main Panel**

- **NOTE: Referencing NFPA 820, the main control panel shall be removed from the equipment/channel by a minimum of 10 feet.**
- Main fusible disconnect for incoming power 480V/60hz/3ph
- Wall mount NEMA 4X SSSL304 enclosure
- Enclosure to be
  - Located in an unclassified area

**BID**  
Proposal Number  
P9450 R2

**East Pumping Station Washer Compactor**  
**BID #22000030**



- Located where temperatures drop below 0°C (32°F) frequently
- Not Located where temperatures exceed 40°C (105°F) frequently
- Enclosure to include equipment
  - (1) Washer Compactor with 5HP motor driven by AC Tech VFD with panel mounted keypad
- Relay Based logic, to include
  - Pilot lights, push buttons and selector switches on front door
  - Terminal blocks ETM s breakers, and relays where required
  - Hand-Off-Auto selector switch uses PB station in Hand mode
  - Hard contact SCADA Interlock(s) Run, No Fault, Auto, High Level Remote start
  - Adjustable off delay timer
  - Machine runs when remote start is made and continues for an adjustable time after signal is removed
  - Line reactor
- Weather protection devices inside enclosure
  - Heater, fan, thermostat and rain hoods for fan assembly

**Instrumentation**

- None, not needed

**Local to equipment mounted devices**

- (1) Three Button NEMA 4/7/9 Enclosure for E-Stop Jog-Reverse and Forward

**Washer Compactor Spare Parts**

- (2) Upper/Lower Support Auger
- (2) Side Support Auger
- (24) FHCS 0.25-20x1
- (24) 0.25 Flat Washer SAE
- (24) 0.25 Nylock Nut
- (1) 1 oz. Never Seez
- (1) 14 oz grease tube

**On Site Technical Assistance**

- (1) Trip(s)
- (1) Technician
- (2) 8 hour man-day(s) total on site
- *If additional Technical Service days are required, please add per the rates included in the Clarifications section of this scope of supply*

**Operation and Maintenance Manuals**

- 6 Hard Copies

**Warranty**

- One Year Standard material and workmanship

**Freight to Jobsite**

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**Price: \$81,365.00**

**Price is valid for 120 days from bid date.**

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**Delivery:**

- Submittals, 4-6 weeks after approved purchase order, based on workload
- Equipment Delivery 8-12 weeks after approval based on workload
- FOB Jobsite Freight Paid



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**Exceptions:**

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- Controls are Bid Relay Logic - per Addendum 2
- Duperon is not providing installation – by others / contractor.

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**Clarifications:**

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**General Clarifications**

- Prices are valid for 120 days unless stated otherwise in the proposal
- See Duperon Contractor Installation Guides for guidance in estimating these costs
- Duperon requires 3 week's advanced notice in writing to schedule field service technician on site.
- Field Services will be provided as outlined in this proposal. Duperon field service rate is \$750 per day plus travel and per diem expenses. If field service personnel arrive on site as scheduled and the project is not ready for intended services to be performed, Duperon will invoice for additional days, if required. If the time required is greater than the time listed in this proposal, Duperon will invoice at the above rates.
- The specifications listed are the only specifications which shall apply to this proposal either directly or by reference. Any additional specifications, with equipment or requirements specified therein, that are not specifically included as part of this offer are excluded from this proposal.

**Washer Compactor Clarifications**

- Some minor field assembly required
- Water supply and discharge piping by others
- Mounting hardware by others

**Controls Clarifications**

- All conduit and field wiring between the equipment by others
- Mounting hardware by others

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**Not included:**

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- Anything not specifically stated in this Proposal.
- Bonding, tariffs, permits, taxes, liquidated damages
- Construction and /or installation work of any kind at the jobsite.
- On-site conditions affecting the work described or which affects the installation.
- Conduit, stands, control mounting wiring, junction boxes or other accessories.
- Any site work or installation tasks (i.e., unloading placement dewatering diving cleaning the forebay, wiring, provision of concrete structure, etc.), equipment (such as cranes hammer drills, etc.) or anchor bolts.
- Pre-installation tasks such as touch-up painting checking bolts for tightness removal of shipping containment devices, etc.
- Engineering: Does not include drawings other than those for the FlexRake.
- Additional structure for seismic or wind conditions.
- Offloading or handling of delivered equipment.
- Union labor for all field support services.
- Controls not specifically listed above.
- Videotaping of the training sessions
- Release of proprietary information
- Insulation or weather proofing.
- Site/field painting or touch up.
- Vibration and noise testing
- Anchor Bolts by others.
- Discharge system
- Stilling wells.

BID  
Proposal Number  
P9450 R2

**East Pumping Station Washer Compactor**  
BID #22000030



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**Payment Terms:**

- 5% Due with placement of order
- 20% Invoiced upon submittal of engineering drawings
- 65% Invoiced at time of shipment
- 10% Invoiced upon successful start up or 60 days after shipment, whichever is less.
- All payments are due Net 30 days
- Based upon review and approval by Duperon credit department
- No retentions allowed

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**Proposal Terms:**

- This offer is subject to the enclosed Duperon Corporation Terms and Conditions page unless alternate terms and conditions are specifically negotiated in writing and are signed/accepted by Duperon Corporation at the time of purchase.
- May be subject to material price escalation.
- This proposal is based upon the information available at this time and may be impacted by future specifications, scope, and other requirements
- Duperon Corporation retains the right to revise, withdraw, or negotiate this offer at any time prior to signing a material contract.

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**Order Processing:**

To facilitate timely order processing and submittals, refer to this proposal number and please list purchaser contact, telephone, fax, and email with your purchase order. Please provide with your order a copy of trade references and, if tax exempt, please provide a resale or tax exemption certificate. Purchase Order should be sent to and payment remitted to

Duperon Corporation  
1200 Leon Scott Court  
Saginaw, MI 48601  
Ph. 800-383-8479  
Fax 989-754-2175

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**Approved for Purchase by:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name & Address

## Duperon Corporation Terms and Conditions

The Terms and Conditions ("Terms") contained herein shall apply to any and all Equipment sales by Duperon Corporation, Inc ("Duperon Corporation") to Purchasers ("Purchasers"). These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry. Any changes in the Terms contained herein must specifically be agreed to in writing and signed by Duperon Corporation before becoming binding on either party. The sale and purchase of Equipment described herein shall be governed exclusively by the foregoing and the following Terms.

- 1 **ACCEPTANCE:** Any prior Duperon Corporation price quotation or pricing letter is for Purchaser's information only. Duperon Corporation shall only be bound by written confirmation of acceptance of the proposal. All Purchaser orders and agreements are expressly conditioned upon assent to these terms and conditions. Terms additional to or different from those in these terms and conditions are rejected. Duperon Corporation and Purchaser agree that these terms and conditions are accepted in good faith by both parties as the controlling terms and conditions notwithstanding Section 2-207 of the Uniform Commercial Code, as enacted. Duperon Corporation's commencement of performance is not to be construed as acceptance of any of Purchaser's terms or conditions. Duperon Corporation may commence performance in reliance on Purchaser's acceptance of these terms and conditions.
- 2 **SPECIFICATIONS:** The proposal or Equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The Equipment will meet the mechanical specifications as described by Duperon Corporation.
- 3 **ITEMS INCLUDED:** Duperon Corporation's offer includes only the listed Equipment and does not include erection, installation, accessories or associated materials such as controls, piping, etc.
- 4 **PARTIES TO CONTRACT:** Duperon Corporation is not a party to or bound by the terms of any other Purchaser contract, agreement, or understanding with third-parties and Duperon Corporation's duties are limited to this proposal with Purchaser to which there are no intended third-party beneficiaries.
- 5 **PRICE AND DELIVERY:** All selling prices quoted are subject to change without notice after 30 days from the date of a proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. Duperon Corporation or its supplier's shipping points with freight allowed. All claims for damage, delay or shortage shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the Equipment shipped, notifying Duperon Corporation of any damage or shortage within forty-eight hours of receipt. Failure to so notify Duperon Corporation shall constitute acceptance by Purchaser, relieving Duperon Corporation of any liability for shipping damages or shortages.
- 6 **PAYMENTS:** All invoices are net 30 days. Delinquencies and failure to pay after demand by Duperon Corporation are subject to a 1.5% service charge per month or the maximum permitted by law, whichever is less, on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when Duperon Corporation is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on percentage of completion. Unless specifically stated otherwise, prices quoted are for Equipment only. If at any time the financial condition of the Purchaser gives Duperon Corporation, in its judgment, doubt concerning the Purchaser's ability to pay, Duperon Corporation may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by Duperon Corporation until such payment has been received or terminate its contract.
- 7 **CREDIT APPLICATION:** Purchaser must complete a credit application if it wishes credit terms. The provision of credit is subject to acceptance by Duperon Corporation's Credit Department and its requirements.
- 8 **RETENTIONS:** Retentions are not included, unless specifically noted. Purchaser agrees not retain payment or any part of a payment. Failure to make payment in accordance with the agreed upon terms will result in a 1.5% per month service charge.
- 9 **ESCALATION:** If shipment is, for any reason, deferred by the Purchaser beyond the contractually agreed upon normal shipment date, or if material price increases (or decreases) are greater than 5% from proposal date to material procurement date, stated prices set forth herein are subject to a shared risk escalation adjustment. Any escalation less than plus or minus 5% shall be absorbed by Duperon Corporation. All escalation (increase or credit) that exceeds 5% shall be passed onto the Purchaser at cost and shall be based upon increases (or decreases) in material costs to Duperon Corporation that occur in the time period between quotation and material procurement by Duperon Corporation. Purchaser agrees to this potential escalation (or credit) regardless of contradicting terms in the contract, except when an agreed upon escalation adder is included in the price.
  - (a) The total quoted revised price is based upon changes in the indices as published by third party sources, such as the United States Department of Labor, Bureau of Labor Statistics. Labor will be related to the Average Hourly Earnings indices found in the Employment and Earnings publication. Material will be related to the Metal and Metal Products Indices published in Wholesale Prices and Price Indices.
  - (b) Price revision for items furnished to, and not manufactured by Duperon Corporation, which exceed the above escalation calculation will be passed along by Duperon Corporation to Purchaser based upon the actual increase in price to Duperon Corporation for the period from the date of quotation to the date of material procurement. Any item that is so revised will be excluded from the index escalation calculations set forth in subparagraph (a) above.
- 10 **BACKCHARGES:** Duperon Corporation will not approve or accept back charges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of Duperon Corporation furnished materials unless such back charge has been authorized in advance in writing by a Duperon Corporation employee, by a Duperon Corporation purchase order, or work requisition signed by Duperon Corporation.
- 11 **APPROVAL:** If approval of Equipment submittals by Purchaser or others is required, a condition precedent to Duperon Corporation supplying any Equipment shall be such complete approval.

## Duperon Corporation Terms and Conditions

- 12 **INSTALLATION SUPERVISION:** Unless specified, prices quoted for Equipment do not include installation supervision or on-site technical advice. Duperon Corporation recommends and will, upon request, make available, at Duperon Corporation's then current rate, an experienced installation supervisor to act as the Purchaser's agent to supervise installation of the Equipment. Purchaser shall at its sole expense furnish all necessary labor, Equipment, and materials needed for installation. Responsibility for proper operation of Equipment, if not installed by Duperon Corporation or installed in accordance with Duperon Corporation's instructions and inspected and accepted in writing by Duperon Corporation, rests entirely with Purchaser, and any work performed by Duperon Corporation personnel in making adjustment or changes must be paid by Purchaser at Duperon Corporation's then current per diem rates plus living and traveling expenses. Duperon Corporation shall not be responsible for results in connection with the installation of the Equipment or technical advice not provided or furnished by Duperon Corporation.
- 13 **ACCEPTANCE OF PRODUCTS:** Products will be deemed accepted without any claim by Purchaser unless written notice of nonacceptance is received by Duperon Corporation within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by Duperon Corporation unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of Equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.
- 14 **TAXES:** Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be the responsibility of Purchaser.
- 15 **TITLE:** The Equipment shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of Duperon Corporation until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain Duperon Corporation's title and interest in and to such Equipment; and upon Purchaser's default, at Duperon Corporation's option, Duperon Corporation may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such Equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which Duperon Corporation may suffer from any cause.
- 16 **INSURANCE:** From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for Duperon Corporation's benefit, adequate insurance including, but not limited to, builders risk insurance on the Equipment against any loss of any nature whatsoever. Purchaser shall provide proof of said coverage prior to shipment.
- 17 **SHIPMENTS:** Any estimated delivery dates represent Duperon Corporation's best estimate. No liability, direct or indirect, is assumed by Duperon Corporation for failure to ship or deliver on such dates. Duperon Corporation shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, Duperon Corporation may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment. If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from Duperon Corporation that the Equipment is ready for shipment, and thereafter any storage or other charge Duperon Corporation incurs on account of the Equipment shall be added to Purchaser's account. If delivery is specified at a point other than Duperon Corporation or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond Duperon Corporation's reasonable control and occurring at a location other than Duperon Corporation or its supplier's shipping points, Duperon Corporation assumes no liability for delivery delay. If Purchaser refuses such delivery, Duperon Corporation may store the Equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.
- 18 **WARRANTY: DUPERON CORPORATION WARRANTS EQUIPMENT IT SUPPLIES ONLY IN ACCORDANCE WITH THE WARRANTY EXPRESSED IN THE ATTACHED COPY OF "DUPERON WARRANTY" AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS WHICH IS MADE A PART HEREOF. SUCH WARRANTY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY, DUPERON CORPORATION SHALL NOT BE LIABLE ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER. THE PARTIES AGREE AND STIPULATE THAT AN EXPRESS WARRANTY PROVIDED TO PURCHASER IN WRITING IS THE SOLE WARRANTY REGARDING THE PRODUCT AND ANY SERVICE PROVIDED BY DUPERON CORPORATION. THE PARTIES SPECIFICALLY AGREE AND STIPULATE THAT THERE IS NO OTHER WARRANTY OF ANY TYPE WHATSOEVER, INCLUDING BUT NOT LIMITED TO CONSUMER WARRANTIES, WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, WARRANTY OF MERCHANTABILITY, AND DUPERON CORPORATION IS NOT LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES EXCEPT AS SET FORTH IN THESE TERMS AND THE EXPRESS WARRANTY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THE EXPRESS WARRANTY.**
- 19 **PATENTS:** Duperon Corporation agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said Equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement provided Duperon Corporation is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement or compromise of any such action, and Purchaser agrees to give Duperon Corporation needed information, assistance, and authority to enable Duperon Corporation so to do: in the event said Equipment is held or conceded to infringe such a patent, Duperon Corporation shall have the right at its sole option and expense to a) modify the Equipment to be non-infringing, b) obtain for Purchaser the license to continue using said Equipment, or c) accept return of the Equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. Duperon Corporation will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at Duperon Corporation's request. The foregoing states the entire liability of Duperon Corporation, with respect to patent infringement; and except as otherwise agreed to in writing, Duperon Corporation assumes no responsibility for process patent infringement.

## Duperon Corporation Terms and Conditions

20. **CANCELLATION, SUSPENSION, OR DELAY:** After acceptance by Duperon Corporation the proposal, or Purchaser's order based on the proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by Duperon Corporation to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at Duperon Corporation's plant or elsewhere, shall be added to Purchaser's sole account. If Duperon Corporation stores Purchaser's product upon request, Purchaser agrees to be invoiced and pay, as if the product shipped according to schedule and all risks incidental to storage shall be assumed by Purchaser. Duperon Corporation shall have the right to cancel any order or proposal without notice to Purchaser in the event that Purchaser becomes insolvent, adjudicated bankrupt, petitions for or consents to any relief under any bankruptcy reorganization statute, or becomes unable to meet its financial obligations in the normal course of business.
21. **RETURN OF PRODUCTS:** No products may be returned to Duperon Corporation without Duperon Corporation's prior written permission. Said permission may be withheld by Duperon Corporation at its sole discretion.
22. **EXTENDED STORAGE:** Extended storage instructions will be part of the information provided at shipment. If Equipment installation and start-up is delayed more than 30 days, the storage instructions must be followed to keep WARRANTY in force.
23. **INDEMNIFICATION AND HOLD HARMLESS:** Duperon Corporation and Purchaser agree to hold harmless the other party from any and all liabilities, damages, losses, claims, demands, payments, actions, fees, or judgments arising out of or resulting from injury to or death of any and all persons or from damage to or loss of property (or loss of use thereof) arising out of the sale, use, maintenance, and/or delivery of Equipment provided such liabilities, damages, losses, claims, demands, payments, actions, fees, or judgments are caused by actual, or claimed, negligence or breach of warranty and do not arise from any warranty not approved or from any sales for a purpose not authorized, nor liabilities, damages, losses, claims, demands, payments, actions, fees, or judgments caused in part by Purchaser's negligence or willful misconduct. Purchaser agrees to indemnify Duperon Corporation from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.
24. **LIMITATION OF REMEDIES:** Duperon Corporation's liability shall be limited to the obligation to repair or replace only those portions or parts of Equipment proven to have failed to meet in material respect the mechanical specifications as described by Duperon Corporation or for defects in workmanship or materials as described in the Duperon Corporation Warranty in Section 18. Duperon Corporation's cumulative liability in any way arising from or pertaining to any Equipment sold to Purchaser shall not in any case exceed the purchase price paid by Purchaser for said Equipment. **IN NO EVENT SHALL PURCHASER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, CLAIMS FOR LABOR, CLAIMS BASED ON DELAY, OR ANY CONTINGENT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER PURCHASER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, EQUITY, STRICT LIABILITY, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT PURCHASER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES AT LAW OR IN EQUITY.**
25. **FORCE MAJEURE:** Neither party shall be considered in default hereunder or be liable for any failure to perform or delay in performing any provisions of this Agreement in the customary manner to the extent that such failure or delay shall be caused by any reason beyond its control, including an act of God, fire, explosions, hostilities or war (declared or undeclared) striking or work stoppage involving either party's employees or governmental restrictions, provided that the party declaring force majeure shall give notice to the other party promptly and in writing of the commencement of the condition, the nature, and the termination of the force majeure condition. The party whose performance has been interrupted by such circumstances shall use every reasonable means to resume full performance of these Terms as promptly as possible.
26. **ENTIRE AGREEMENT:** This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, either written or oral, and is not subject to modification except by a writing signed by an authorized officer of each party. Any terms and conditions of any purchase order or other offer issued by Purchaser in connection with the subject matter of Duperon Corporation's proposal which are in addition to or inconsistent with these terms and conditions, will not be binding on Duperon Corporation in any manner whatsoever unless accepted by Duperon Corporation in writing.
27. **APPLICABLE LAW AND ARBITRATION:** This contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Michigan. Any controversy or claim arising out of or relating to the performance of any contract resulting from the Equipment, the proposal, or the breach thereof, shall be settled by binding arbitration filed in Saginaw County, Michigan, in accordance with the Arbitration Rules of the American Arbitration Association and the parties agree to irrevocable personal jurisdiction in Michigan Judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.
28. **NOTICES:** Unless otherwise stated, Purchaser shall deliver notices in writing via certified mail or reputable overnight courier (postage prepaid) to Duperon Corporation, 1200 Leon Scott Court, Saginaw, MI 48601. Notices delivered in this manner become effective upon Duperon Corporation's actual receipt. Duperon Corporation's notices to Purchaser may be delivered via email, facsimile, ordinary or certified mail, reputable overnight courier, or invoice and are effective when sent.
29. **MISCELLANEOUS:** Titles and/or headings in these Terms are inserted for convenience only and are not intended to affect the interpretation or construction of the Terms. Whenever possible, each provision of this Contract shall be interpreted in such a way as to be effective and valid under applicable law. If any provision is prohibited by or invalid under applicable law, it will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Terms. The parties agree that time is of the essence. No assignment of any right or obligation under this Contract shall be made by either party without the prior consent of both parties and all others are void. Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences. The parties deem that this Agreement was executed and to be fully performed in Saginaw, Michigan.



RESOLUTION NO.: 210266

PRESENTED: JUN - 6 2021

ADOPTED: \_\_\_\_\_

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO FISHBECK FOR COMPREHENSIVE REGULATORY COMPLIANCE ASSISTANCE**

WHEREAS, the Water Pollution Control (WPC) facility must maintain comprehensive regulatory compliance assistance to enable it to respond properly and cost effectively to a variety of regulatory, legal, and engineering requirements. WPC recommended the purchase of comprehensive regulatory compliance assistance for FY2021, FY2022, and FY2023 to the only responsive bidder Fishbeck at \$100,000 per year.

Account Number	Account Name	Amount
590-550.100-801.000	Professional Services	\$100,000.000
	<b>FY2022 GRAND TOTAL</b>	<b>\$100,000.00</b>

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to enter into the second year of the contract with Fishbeck, Thompson, Carr, & Huber Inc to provide comprehensive regulatory compliance assistance for FY2022, pending the adoption of the budget, for the amount of \$100,000.00.

APPROVED AS TO FORM:

*Angela Wheeler*  
Angela Wheeler (May 24, 2021 16:35 EDT)  
**Angela Wheeler, Chief Legal Officer**

APPROVED AS TO FINANCE:

*Shelbi Frayer*  
shelbi frayer (May 25, 2021 08:56 EDT)  
**Shelbi Frayer, Chief Financial Officer**

FOR THE CITY OF FLINT:

*Clyde D. Edwards*  
CLYDE D. EDWARDS (May 27, 2021 13:34 EDT)  
**Clyde Edwards, City Administrator**

APPROVED BY CITY COUNCIL:

\_\_\_\_\_  
**Kate Fields, City Council President**

APPROVED AS TO PURCHASING:

*Jennifer Ryan*  
Jennifer Ryan (May 24, 2021 16:31 EDT)  
**Jenn Ryan, Deputy Finance Director**

CITY OF FLINT



PROPOSAL #21000533

RESOLUTION NO: 200320

PRESENTED: AUG 10 2020

ADOPTED: 8-10-2020

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO FISHBECK FOR COMPREHENSIVE REGULATORY COMPLIANCE ASSISTANCE**

The Division of Purchases & Supplies solicited proposals for Comprehensive Regulatory Compliance Assistance as requested by the Department of Public Works.

Fishbeck, 5913 Executive Drive, Lansing, Michigan 48911, was the sole responsive bidder for said requirements.

Funding for said services will come from the following accounts for FY21 (07/01/20 – 06/30/21):

Account Number	Account Name	Amount
590-550.100-801.000	Professional Service	\$100,000.00
<b>FY21 (07/01/20 – 06/30/21) Total</b>		<b>\$100,000.00</b>

IT IS RESOLVED, that the proper city officials are to do all things necessary to enter into a contract with Fishbeck for Comprehensive Regulatory Compliance Assistance in the amount not to exceed \$100,000 for FY21 (07/01/20 – 06/30/21) and pending FY22 budget for the amount of \$100,000.00, and pending FY23 budget for the amount of \$100,000.00.

APPROVED AS TO FORM:

Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

Amanda Trujillo, Acting Chief Financial Officer

FOR THE CITY OF FLINT:

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

Monica Galloway, City Council President

APPROVED AS TO PURCHASING:

Joyce A. McClane  
Purchasing Manager



**CITY OF FLINT**

**RESOLUTION STAFF REVIEW FORM**

**TODAY'S DATE:** 07/24/2020

**BID/PROPOSAL#** 21000533

**AGENDA ITEM TITLE:** Comprehensive Regulatory Compliance

**PREPARED BY** Jeanette Best  
WPC Manager

**VENDOR NAME:** FishBeck

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Approval to proceed with a three(3) year contract with Fishbeck, Thompson, Carr, and Huber (FTCH) to provide Comprehensive Regulatory Compliance Assistance for the Water Pollution Control Facility in the amount of \$100,000.00 per year for fiscal years 2021, 2022, and 2023 (pending budget adoption), with an overall funding limit of \$300,000.

WPCF must maintain this support service to enable it to respond properly and cost effectively to a variety of regulatory, legal, and engineering requirements. The FY 2021 tasks include updates to the Capacity Management study required by the NPDES permit, negotiation of a new NPDES Permit, and the implementation of Local Limits for the IPP (Industrial Pretreatment Program), which call for specialized expertise.

These efforts are a continuation of projects performed under a previous contract. FTCH has performed well under that contract.

Please issue a contract for the FY2021 budgeted amount of \$100,000.00, using funds from account 590-550.100-801.000.

**FINANCIAL IMPLICATIONS:** None

**BUDGETED EXPENDITURE?** YES  NO  IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
DPW-WPC	Professional Service	590-550.100-801.000		100,000.00
		<b>FY20/21 GRAND TOTAL</b>		<b>\$100,000.00</b>
		<b>THREE YEAR TOTAL</b>		<b>\$300,000.00</b>



CITY OF FLINT

PRE-ENCUMBERED? YES  NO  REQUISITION NO: 200002929

ACCOUNTING APPROVAL: \_\_\_\_\_ Date: \_\_\_\_\_

WILL YOUR DEPARTMENT NEED A CONTRACT? YES  NO   
(If yes, please indicate how many years for the contract) YEARS

WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal)

BUDGET YEAR 1 \$100,000.00

BUDGET YEAR 2 \$100,000.00

BUDGET YEAR 3 \$100,000.00

OTHER IMPLICATIONS (i.e., collective bargaining): None.

STAFF RECOMMENDATION: (PLEASE SELECT):  APPROVED  NOT APPROVED

DEPARTMENT HEAD SIGNATURE: \_\_\_\_\_  
*Jeanette H. Best*  
(Jeanette Best, WPC Manager)



Sheldon A. Neeley

# City of Flint

## Department of Finance

### Division of Purchases & Supplies

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July 16, 2020

TO: Jeanette Best  
Krystal Wallace  
(WPC)

FROM: Joyce A. McClane  
Purchasing Manager

SUBJECT: SEALED BIDS

Attached is one (1) bid that was received for **PROPOSAL #21000533 - COMPREHENSIVE REGULATORY COMPLIANCE ASSISTANCE**. Enclosed are copies for your file. **Bid Due Date: 7/16/20. Enclosed is a spreadsheet.**

Your staff review and recommendation form is needed as soon as possible. **Please use the new fillable form.** This form is to be used for your staff review.

A staff review must be completed for ALL **Bids/Proposals**. Please let me know if you need a copy of the fillable form.

This project has been identified that multiple departments use this item. Please get with those departments to determine the total usage and the amount that needs to go to Council for approval. **This proposal is good for 3 years.**

**Please note:** If your project is being funded by any grants issued by the federal government, you must go to:  
<https://www.dol.gov/ofccp/regs/compliance/preaward/debarlst.htm> to ensure that the selected vendor has not been debarred.

**PLEASE NOTE:**

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.





SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES  
For 3-Yr. Comprehensive Regulatory Compliance Assistance  
PROPOSAL #21000533  
Company: **Fishbeck – Lansing, Michigan**

Approximate Annual Quantities – Not Guaranteed  
Furnish as requested for the period 7/1/20 – 6/30/23

## Rate Schedule

June 13, 2020

Principal		\$243
Architect   Construction Engineer/Manager/Administrator   Engineer   Estimator   Geologist   Hydrogeologist   Industrial Hygienist   Interior Designer   Project Manager   Scientist   Surveyor		
	Senior Level	\$135-\$235
	Mid Level	\$122-\$135
	Staff Level	\$79-\$122
Architectural Specialist   Engineering Specialist   Environmental Specialist   Health & Safety Specialist   Operations Specialist   Technical Specialist   Project Superintendent   Survey Specialist		
	Senior Level	\$141-\$212
	Mid Level	\$101-\$141
	Staff Level	\$79-\$101
Technician		
	Senior Level	\$110-\$128
	Mid Level	\$93-\$110
	Staff Level	\$70-\$93
Production Support		\$82
Photocopies	\$0.10/Copy	
Mileage/Passenger Vehicles	\$0.70/Mile	
Field and Service Vehicles	\$0.95/Mile (\$37/day min.)	
Equipment Schedule	Separate Schedule	
Expenses and Outside Services	Cost Plus 10%	

Compensation to be at one and one-half times the hourly rate for approved overtime.

Invoices are rendered every four weeks and payment is due upon receipt. A service charge of 1% per four-week period is added to accounts unpaid after 28 days from date of billing.



**City of Flint**  
**Department of Finance**  
**Division of Purchases & Supplies**

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Sheldon A. Neeley

May 14, 2021

**TO:** Michael Brown  
**FROM:** Jennifer Ryan  
Deputy Finance Director  
**SUBJECT:** SEALED BIDS

Attached are two (2) bids that were received for **PROPOSAL #22000549 – HYDRANTS, GRATES AND MANHOLE COVERS – (2) YEARS**. Enclosed are copies for your file. **Bid Due Date: 5/13/21. Enclosed is a spreadsheet.**

Your staff review and recommendation form is needed as soon as possible. **Please use the new fillable form.** This form is to be used for your staff review.

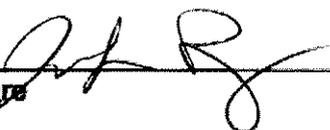
A staff review must be completed for ALL **Bids/Proposals**. Please let me know if you need a copy of the fillable form.

**Please note:** If your project is being funded by any grants issued by the federal government, you must go to:  
<https://www.dol.gov/ofccp/regs/compliance/preaward/debarlist.htm> to ensure that the selected vendor has not been debarred.

**PLEASE NOTE:**

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.

**If you have any questions, please feel free to give me a call or send an email.**

Signature 

cc: Shelbi Frayer





**SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES**  
**For Hydrants, Grates and Manhole Covers – (2) Years**  
**PROPOSAL# 22000549**  
 Approximate Annual Quantities – Not Guaranteed  
 Furnish as requested for the period 7/1/21 – 6/30/23

<b>Vendor</b>	<b>Description</b>	<b>Total Year 1 - FY22</b>	<b>Total Year 2 - FY23</b>
Core & Main, LP Canton, MI	Grates & Manhole Covers	<b>\$2,430.57</b>	<b>\$2,430.57</b>
	Hydrants	<b>\$3,420.27</b>	<b>\$3,420.27</b>
EJ USA, Inc. East Jordan, MI	Grates & Manhole Covers	<b>\$2,347.06</b>	<b>\$2,402.95</b>
	Hydrants	<b>\$3,293.68</b>	<b>\$3,642.89</b>

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

*Bid results posted are before evaluation team review and award recommendation.*

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**BID NO. 22000549**  
**HYDRANTS, GRATES AND MANHOLE COVERS - (2) YEARS**

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

**Purchasing Checklist:**

- Cover Sheet
- Exhibit A - Complete Proposal Submittal with detailed Summary of Pricing
- Exhibit B - Qualifications and Licenses Requirements
- Exhibit C - Disclosure of Supplier Responsibility Statement
- Exhibit D - List of References
- Exhibit E - Certificate of Insurance
- Exhibit F - Non-Bidder's Response
- City of Flint, Michigan Affidavit

## ❖ EXHIBIT A - SUBMITTAL WITH DETAILED SUMMARY OF PRICING

**BID NO. 22000549**  
**HYDRANTS, GRATES AND MANHOLE COVERS - (2) YEARS**

**REQUIREMENTS/TABULATION**

Furnish as requested within 48 hours' notice beginning 7/1/2021 and ending 06/30/2023. Items shall be East Jordan Iron Works or approved equivalent. An hour delivery notification required for all shipments requiring the use of a fork lift. If notification is not made, the City reserves the right to refuse delivery at no additional cost to the City.

LN#	ITEM ID	DESCRIPTION	UOM	TOTAL YEAR 1 - FY22	TOTAL YEAR 2 - FY23
1	4000068010	Frame, Catch Basin, #700010	EA	231.29	231.29
2	4000070010	Grate, Regular, Catch Basin, #700030	EA	153.01	153.01
3	4000072010	Hood, Catch Basin, #700065	EA	156.09	156.09
4	4000069000	Grate, X.L., driveway, catch basin #7000M3 "DUMP NO WASTE!" DRAINS TO WATERWAYS (fish emblem)	EA	287.07	287.07
5	4000064000	Cover, open grate, manhole #107530 "DUMP NO WASTE! DRAINS TO WATERWAYS" (FISH EMBLEM)	EA	223.45	223.45
6	4000071000	Grate, State, Catch Basin	EA	140.28	140.28
8	4000070000	Grate, regular, catch basin	EA	153.01	153.01
9	4000075000	Frame, manhole #1075	EA	375.45	375.45
10		Sewer cover #1075	EA	207.77	207.77
11		MH cover, 1040-1 Z Frame Pressure Tight with 1040A solid cover pressure tight gasket seal, Flint sanitary sewer assembly to say "City of Flint" on same. 1040-1ZPT, 1040APTGS Flint SS ASY	EA	503.15	503.15
<b>GRAND TOTAL UNIT PRICING</b>				<b>\$ 2,430.57</b>	<b>\$ 2,430.57</b>

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.

All shipping and freight charges are to be included in the bid pricing.

Company Name: Core & Main LP

**REQUIREMENTS/TABULATION**

Furnish as requested within 48 hours' notice beginning 7/1/2021 and ending 06/30/2023. Hydrants must be East Jordan Iron Works 5BR-250. 1 hour delivery notification required for all shipments requiring the use of a fork lift. If notification is not made, the City reserves the right to refuse delivery at no additional cost to the City.

LN#	ITEM ID	DESCRIPTION	UOM	TOTAL YEAR 1- FY22	TOTAL YEAR 2- FY23
<b>FIRE HYDRANTS</b>					
1	8910065000	M.J. oversized 5'6", open right, 2-1/2" NS hose connections. 4-1/2" NS pumper, yellow, 7/8" sq. Hydrant must come with weep hole plugged	EA	2072.36	2072.36
<b>B84-B</b>					
2	8800000000	6" EJW Hydrant Extension	EA	239.48	239.48
3	8800000000	12" EJW Hydrant Extension	EA	280.00	280.00
4	8800000000	18" EJW Hydrant Extension	EA	317.81	317.81
5	8800000000	24" EJW Hydrant Extension	EA	344.83	344.83
6		Hydrant Wrenches	EA	52.20	52.20
7		Food grade anti-seize 7lb can	EA	113.59	113.59
<b>GRAND TOTAL UNIT PRICING</b>				<b>\$ 3420.27</b>	<b>\$ 3420.27</b>

**PLEASE NOTE**

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.

**All shipping and freight charges are to be included in the bid pricing.**

Company Name: Core & Main LP

All proposals will be evaluated on the following criteria:

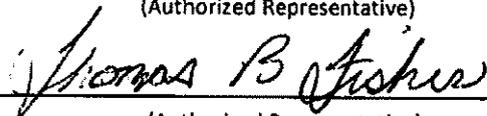
1. Failure to use this bid form shall result in bid disqualification.
2. Failure to bid on all items shall result in an "incomplete bid" determination.
3. List value-added considerations on a separate sheet of paper.
4. All bid pricing to include shipping and freight charges.

**THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE BID**

The undersigned hereby certifies, on behalf of the respondent named in this Certification (the "Respondent"), that the information provided in this offer submitted to the City of Flint, Department of Purchase and Supplies is accurate and complete, and that I am duly authorized to submit same. I hereby certify that the Respondent has reviewed all documents and requirements included in this offer and accept its terms and conditions.

Terms: Net 30Fed. ID #: 03-0550887Company (Respondent): Core & Main LPAddress: 6575 23 Mile RdCity, State & Zip Code: Shelby Twp, MI 48316Phone / Fax Number: 586-323-8800 FAX: 586-323-8812Email: christopher.climie@coreandmain.comPrint Name and Title: Tom Fisher - District Manager

(Authorized Representative)

Signed: 

(Authorized Representative)

THE QUALIFICATION OF CORE + MAIN LP IS ATTACHED  
HERE TO AND INCORPORATED BY REFERENCE AS THOUGH  
FULLY SET FORTH HEREIN. T.F. 5/11/21

## ❖ EXHIBIT B - QUALIFICATIONS AND LICENSES REQUIREMENTS

Please give a synopsis of your qualifications and experience with supplying HYDRANTS, GRATES AND MANHOLE COVERS:

CORE + MAIN LP Stocks and Supplies EJ materials. CORE + MAIN LP has won the hydrants, grates, + MH cover Job with the City of Flint in the past.

Please list Licenses:

N/A

How long have you been in business?

Since 11-22-2004

Have you done business with the City of Flint?

YES

If yes, please state the project name.

Hydrant, GRATES, + Manhole Cover Castings @ WSC

Bid # P19-516

❖ EXHIBIT C – DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract, or subcontract, or in the performance of such contract or subcontract.

N/A

---

2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offense indicating a lack of business integrity or business honesty which affect the responsibility of the contractor.

N/A

---

3. List any convictions or civil judgments under state or federal antitrust statutes.

N/A

---

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

N/A

---

5. List any prior suspensions or debarments by any government agency.

N/A

---

6. List any contracts not completed on time.

N/A

---

7. List any documented violations of federal or state labor laws, regulations or standards, or occupational safety and health rules.

N/A

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❖ EXHIBIT D – 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: City of Madison Heights
Contact Person: Chris Woodward Title: Utilities Supervisor
Address: 801 Ajax Dr
City: Madison Heights State: MI Zip: 48071
Telephone: 248-229-5130 Fax: 248-589-2679
Email: chriswoodward@madison-heights.org
Type of Project: Watermain Municipal Bid

Project Timeline (Dates): May 2021-October 2021 Budget:

Reference #2:

Company/Municipality: City of Romulus
Contact Person: Garry Harris Title: Purchasing Director
Address: 12600 Wayne Rd
City: Romulus State: MI Zip: 48174
Telephone: 734-955-4568 Fax: 734-955-4526
Email: gharris@romulusgov.com
Type of Project: Municipal Bid

Project Timeline (Dates): June 2021-June 2023 Budget:

❖ EXHIBIT D – LIST OF REFERENCES: (3) SIMILAR SCOPE OF WORK FROM  
THE LAST 5 YEARS (CONTINUES)

## Reference #3:

Company/Municipality: City of Ann ArborContact Person: Dan Wooden Title: SupervisorAddress: 4251 Stoneschool RdCity: Ann Arbor State: MI Zip: 48108Telephone: 734-794-6320

Fax: \_\_\_\_\_

Email: DCWooden@a2gov.orgType of Project: Municipal BidProject Timeline (Dates): 2020-2022

Budget: \_\_\_\_\_

**❖ EXHIBIT E – CERTIFICATE OF INSURANCE****INSURANCE REQUIREMENTS**

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 Contractor shall purchase and maintain, at its sole expense and as long as it is providing services to the City, the following insurance coverage:

Commercial General Liability - Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

**Minimum Limits:**

- \$1,000,000 per occurrence/\$2,000,000 general aggregate
- \$2,000,000 aggregate for products and completed operations
- \$1,000,000 personal and advertising injury

Automobile - Michigan "no-fault" coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

**Minimum Limits:**

- No-fault coverages - statutory
- \$500,000 per person/\$1,000,000 per accident - bodily injury
- \$500,000 per occurrence - property damage
- A combined single limit of \$1,000,000 per occurrence

Workers' Compensation and Employer's Liability- Statutory coverage or proof acceptable to the City of approval as a self-insurer by the State of Michigan.

**❖ EXHIBIT E – CERTIFICATE OF INSURANCE (CONTINUES)**

## Minimum Limits:

- Workers' Compensation - statutory
- Employer's Liability - \$100,000 each accident/\$100,000 disease - each employee
- \$500,000 disease - policy limit

Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Contractor or any of its subcontractors. Coverage shall be effective upon the date of the Agreement and shall remain effective for a period of three (3) years after the date of final payment thereunder. Such coverage shall be endorsed to include any subcontractors hired by the City.

## Minimum Limits:

- \$1,000,000 per occurrence, \$1,000,000 annual aggregate

Insurance coverage shall cover all claims against the City of Flint, its officials and employees, arising out of the work performed by the Contractor or any subcontractors under the Agreement. Should any work be subcontracted, it shall be the responsibility of the Contractor to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Contractor shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to the City. All insurance companies must maintain a rating of B+, VIII or better from AM. Best Company. Certificates of insurance with a thirty-(30) day cancellation clause shall be filed with and approved by the City at least five (5) days in advance of commencing work under the Agreement. Cancellation, material restriction, non-renewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the City.

The City reserves the right to request a complete certified copy of the policies for the above coverage's.

Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with the Agreement or any amendments thereto.

Depending on the subject matter of the transaction, the City may require other insurance coverage in addition to the coverage's contained herein.

***THE BID NUMBER IS TO APPEAR ON ALL INSURANCE CERTIFICATES***

FOR PARTNERSHIP

STATE OF MICHIGAN

S.S.

COUNTY OF MACOMB

Thomas B Fisher being duly sworn,

deposes and says that they are a <sup>REPRESENTATIVE</sup> member of the firm of CORE AND MAIN LP, a co-partnership, making the above bid; that they are 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 they have and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that they have not and said bidder has not in any manner sought by collusion to secure to themselves or to said bidder any advantage over other bidders.

Subscribed and sworn to before me at STEEBY TWP, in said County and State,

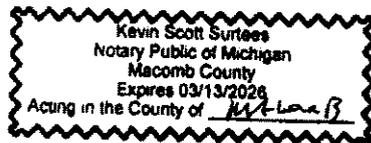
this 11<sup>th</sup> day of MAY, A.D. 2021

KST

\*Notary Public, MACOMB County, MI

My Commission expires 03/13, 2026.

SIGNATURE: Thomas B Fisher



Qualifications to Bid of Core & Main LP  
Submitted to the City of Flint  
Proposal #22000549  
Hydrants, Grates and Manhole Covers – (2) Years

Notwithstanding anything contained in any bid or contract documents to the contrary, Core & Main LP, (“Core & Main”) hereby qualifies its bids as follows. It is the express intention of the parties that, to the extent of the terms of this Qualification only, this Qualification shall supersede and control over the terms of the Bid Documents, Contract Documents and Specifications and any prior addenda thereto. Acceptance of any Agreement by Core & Main is made expressly conditioned on assent by the City of Flint (“Buyer”) to the following additional or different terms:

1. Availability: Core & Main will use commercially reasonable efforts to deliver materials ordered within the time specified in the bid documents or the Agreement. Core & Main reserves the right to extend those delivery times based on manufacturer lead times as impacted events beyond the control of Core & Main including but not limited to the current pandemic, global shipping delays and resin shortage. Availability of materials is not guaranteed.
2. To the extent provided in its policy, Core & Main will only be able to provide a certificate of insurance, endorsements and coverage that are current form and meet industry standards subject to agreement by Core & Main’s insurance provider. A Memorandum of Insurance is attached to demonstrate the level of coverage carried by Core & Main. To the extent permitted by its policy, Core & Main will name only the Buyer and its affiliates, subsidiaries, parents, officers and employees as additional insureds. Notice of cancellation will be provided by e-mail per state guidelines. General aggregate limits apply per policy. Core & Main will not be required to provide copies of its policies. Notwithstanding anything contained in any bid documents or contract documents to the contrary, by acceptance of Core & Main’s bid, the Buyer accepts Core & Main’s certificate of insurance in full compliance with all insurance requirements, including but not limited to notice provisions, coverage, language, policy limits, policy forms, and deductible amounts. The parties agree that Core & Main’s insurance is provided on a contributory basis, and is primary, but only to the extent of the products, services, and operations of Core & Main.

Dated this   //   day of May, 2021.

CORE & MAIN LP

Thomas B Fisher  
By:



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1  
DATE (MM/DD/YYYY)  
07/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center	
	<b>PHONE (A/C, No, Ext):</b> 1-877-945-7378	<b>FAX (A/C, No):</b> 1-888-467-2378
<b>E-MAIL ADDRESS:</b> certificates@willis.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> National Union Fire Insurance Company of P		19445
<b>INSURER B:</b> Willis Submission Carrier		GENRC
<b>INSURER C:</b> XL Insurance America Inc		24554
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** W17434734      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$500,000* GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GL 1728964	08/01/2020	08/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			SEE ATTACHED	08/01/2020	08/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			US00093102L120A	08/01/2020	08/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> No	N/A		SEE ATTACHED	08/01/2020	08/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Additional Lines of Coverage			SEE ATTACHED	08/01/2020	08/01/2021	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
\* General Liability: The \$1,000,000 per Occurrence and \$2,000,000 Aggregate limits displayed is a combination of \$500,000 Self-Insured Retention and \$500,000 Per Occurrence /\$1,500,000 Aggregate limits of liability provided by the carrier noted above.

<b>CERTIFICATE HOLDER</b>  Evidence of Insurance	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

## ADDITIONAL COVERAGE SCHEDULE

<b>AUTOMOBILE LIABILITY</b>		
Policy Effective & Expiration Dates: See Page 1		
Limits: See Page 1		
<b>POLICY NUMBER</b>	<b>STATE</b>	<b>INSURER(S) AFFORDING COVERAGE</b>
CA 4594395	All Other States	National Union Fire Insurance Company of Pittsburgh
CA 4594397	MA	National Union Fire Insurance Company of Pittsburgh
CA 4594396	VA	National Union Fire Insurance Company of Pittsburgh

<b>WORKERS COMPENSATION &amp; EMPLOYERS LIABILITY</b>		
Policy Effective & Expiration Dates: See Page 1 Limits:		
See Page 1		
<b>POLICY NUMBER</b>	<b>STATE</b>	<b>INSURER(S) AFFORDING COVERAGE</b>
WC 045886742	All Other States	New Hampshire Insurance Company
WC 045886743	CA	American Home Assurance Company
WC 045886745	MA, WI	New Hampshire Insurance Company
WC 045886744	FL	Illinois National Insurance Company

<b>EXCESS LIABILITY</b>			
Policy Effective & Expiration Dates: 08/01/2020-08/01/2021			
<b>POLICY NUMBER</b>	<b>TYPE OF INSURANCE</b>	<b>LIMITS</b>	<b>INSURER(S) AFFORDING COVERAGE</b>
MKLM6MM50000019	Excess General Liability	\$10,000,000 xs \$1,000,000 Primary	Markel Insurance Company
NY20RXS202HYLIV	Excess Automobile Liability	\$3,000,000 xs \$2,000,000 Primary	Navigators Insurance Company
42-XSF-308468-02	Excess Automobile Liability	\$5,000,000 xs \$5,000,000	Berkshire Hathaway Specialty Insurance Company

\*Umbrella Liability shown on Page 1 applies after above shown limits are exhausted for their respective lines of coverage

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**BID NO.22000549  
HYDRANTS, GRATES AND MANHOLE COVERS - (2) YEARS**

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

**Purchasing Checklist:**

- Cover Sheet
- Exhibit A - Complete Proposal Submittal with detailed Summary of Pricing
- Exhibit B –Qualifications and Licenses Requirements
- Exhibit C – Disclosure of Supplier Responsibility Statement
- Exhibit D - List of References
- Exhibit E - Certificate of Insurance
- Exhibit F – Non-Bidder’s Response
- City of Flint, Michigan Affidavit

## ❖ EXHIBIT A - SUBMITTAL WITH DETAILED SUMMARY OF PRICING

**BID NO. 22000549**  
**HYDRANTS, GRATES AND MANHOLE COVERS - (2) YEARS**

**REQUIREMENTS/TABULATION**

Furnish as requested within 48 hours' notice beginning 7/1/2021 and ending 06/30/2023. Items shall be East Jordan Iron Works or approved equivalent. An hour delivery notification required for all shipments requiring the use of a fork lift. If notification is not made, the City reserves the right to refuse delivery at no additional cost to the City.

LN#	ITEM ID	DESCRIPTION	UOM	TOTAL YEAR 1 – FY22	TOTAL YEAR 2 – FY23
1	4000068010	Frame, Catch Basin, #700010	EA	223.34	228.66
2	4000070010	Grate, Regular, Catch Basin, #700030	EA	147.75	151.27
3	4000072010	Hood, Catch Basin, #700065	EA	150.72	154.31
4	4000069000	Grate, X.L., driveway, catch basin #7000M3 "DUMP NO WASTE!" DRAINS TO WATERWAYS (fish emblem)	EA	277.21	283.81
5	4000064000	Cover, open grate, manhole #107530 "DUMP NO WASTE! DRAINS TO WATERWAYS" (FISH EMBLEM)	EA	215.77	220.91
6	4000071000	Grate, State, Catch Basin	EA	135.46	138.68
8	4000070000	Grate, regular, catch basin	EA	147.75	151.27
9	4000075000	Frame, manhole #1075	EA	362.56	371.19
10		Sewer cover #1075	EA	200.63	205.41
11		MH cover, 1040-1 Z Frame Pressure Tight with 1040A solid cover pressure tight gasket seal, Flint sanitary sewer assembly to say "City of Flint" on same. 1040-1ZPT, 1040APTGS Flint SS ASY	EA	485.87	497.44
<b>GRAND TOTAL UNIT PRICING</b>				<b>\$ 2,347.06</b>	<b>\$ 2,402.95</b>

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.

**All shipping and freight charges are to be included in the bid pricing.**

Company Name: EJ USA, Inc.

**REQUIREMENTS/TABULATION**

Furnish as requested within 48 hours' notice beginning 7/1/2021 and ending 06/30/2023. Hydrants must be East Jordan Iron Works 5BR-250. **1 hour delivery notification required for all shipments requiring the use of a fork lift. If notification is not made, the City reserves the right to refuse delivery at no additional cost to the City.**

LN#	ITEM ID	DESCRIPTION	UOM	TOTAL YEAR 1- FY22	TOTAL YEAR 2- FY23
		<b>FIRE HYDRANTS</b>			
1	8910065000	M.J. oversized 5'6", open right, 2-1/2" NS	EA	1,985.32	2,021.42
		hose connections. 4-1/2" NS pumper, yellow, 7/8" sq. Hydrant must come with weep hole plugged			
		<b>B84-B</b>			
2	8800000000	6" EJW Hydrant Extension	EA	234.48	235.54
3	8800000000	12" EJW Hydrant Extension	EA	271.81	275.39
4	8800000000	18" EJW Hydrant Extension	EA	308.52	312.58
5	8800000000	24" EJW Hydrant Extension	EA	334.74	339.15
6		Hydrant Wrenches	EA	50.00	50.00
7		Food grade anti-seize 7lb can	EA	108.81	108.81
<b>GRAND TOTAL UNIT PRICING</b>				<b>\$ 3,293.68</b>	<b>\$ 3,642.89</b>

**PLEASE NOTE**

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.

**All shipping and freight charges are to be included in the bid pricing.**

Company Name: EJ USA, Inc.

**All proposals will be evaluated on the following criteria:**

P22000549 -- HYDRANTS, GRATES AND MANHOLE COVERS -- (2) YEARS

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.
4. All bid pricing to include shipping and freight charges.

**THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE BID**

The undersigned hereby certifies, on behalf of the respondent named in this Certification (the "Respondent"), that the information provided in this offer submitted to the City of Flint, Department of Purchase and Supplies is accurate and complete, and that I am duly authorized to submit same. I hereby certify that the Respondent has reviewed all documents and requirements included in this offer and accept its terms and conditions.

Terms: 0 Net 30Fed. ID #: 38-1434427Company (Respondent): EJ USA, Inc.Address: 301 Spring Street, PO Box 439City, State & Zip Code: East Jordan, MI 49727Phone / Fax Number: 1-800-874-4100 FAX: 231-536-4458Email: us.bids@ejco.comPrint Name and Title: Thomas M. Teske, Vice President & General Manager  
(Authorized Representative)Signed:   
(Authorized Representative)

**❖ EXHIBIT B - QUALIFICATIONS AND LICENSES REQUIREMENTS****Please give a synopsis of your qualifications and experience with supplying HYDRANTS, GRATES AND MANHOLE COVERS:**

EJ is the global leader in the design, manufacture, and distribution of access solutions for the world's growing infrastructure. From water and sewer, to drainage, telecommunication, and utility projects, EJ has the solution to fit your project's needs.

The EJ legacy dates back to 1883 when our first manufacturing facility was built in East Jordan, Michigan, USA. Decades later, we are now a global enterprise that spans six continents – promoting innovation, quality, and a commitment to customer service.

**Please list Licenses:**

800294507

**How long have you been in business?**

138 Years

**Have you done business with the City of Flint?**

Yes

**If yes, please state the project name.**

Hydrant Stems

❖ EXHIBIT C – DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract, or subcontract, or in the performance of such contract or subcontract.

N/A

---

2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offense indicating a lack of business integrity or business honesty which affect the responsibility of the contractor.

N/A

---

3. List any convictions or civil judgments under state or federal antitrust statutes.

N/A

---

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

N/A

---

5. List any prior suspensions or debarments by any government agency.

N/A

---

6. List any contracts not completed on time.

N/A

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7. List any documented violations of federal or state labor laws, regulations or standards, or occupational safety and health rules.

N/A

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

\*\*\*See Attached Sheet

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: \_\_\_\_\_

**❖ EXHIBIT D – LIST OF REFERENCES: (3) SIMILAR SCOPE OF WORK FROM THE LAST 5 YEARS (CONTINUES)**

**Reference #3:**

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

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

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

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

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



## References

### City of Chicago

Agency/Owner: City of Chicago  
Contract Number: 115944  
Goods Provided: Chicago Hydrant and Hydrant Parts  
Name & Location: City of Chicago, IL  
Prime Contractor: EJ USA, Inc  
Start/Completion: 12/10/2013-12/9/2018  
Contract Amount: \$12,971,797  
Contact: Barbara Lumpkin, Chief Procurement Officer, 312-744-4900

### City of Chicago

Agency/Owner: City of Chicago  
Contract Number: 124843  
Goods Provided: Manhole/Catch Basin Frames, Lids  
Name & Location: City of Chicago, IL  
Start/Completion: 3/12/2015-3/11/2020  
Contract Amount: \$6,571,278  
Contact: Barbara Lumpkin, Chief Procurement Officer, 312-744-4900

### City of Chicago

Agency/Owner: City of Chicago  
Contract Number: 115734A  
Goods Provided: Chicago Standard Gate Valves and Parts  
Name & Location: City of Chicago, IL  
Start/Completion: 8/18/2015-8/17/2020  
Contract Amount: \$9,965,337  
Contact: Barbara Lumpkin, Chief Procurement Officer, 312-744-4900

### Massachusetts Department of Transportation

Agency/Owner: MassDOT  
Contract Number: 85599  
Goods Provided: Water Products and Maintenance Services  
Name & Location: MassDOT, Boston MA  
Start/Completion: 4/2/2015-4/1/2020  
Contract Amount: \$4,500,000  
Contact: Max Feldpausch, Purchaser, 857-368-9139

### Pittsburgh Water and Sewer Authority

Agency/Owner: City of Pittsburgh  
Contract Number: PWSA7  
Goods Provided: Water & Sewer Inventory Supplies  
Name & Location: City of Pittsburgh, PA  
Prime Contractor: EJ USA, Inc  
Start/Completion: 5/3/2014-5/2/2018  
Contract Amount: \$614,608  
Contact: Autumn Barna, Contract/Procurement Specialist, 412-255-8800

**❖ EXHIBIT E – CERTIFICATE OF INSURANCE****INSURANCE REQUIREMENTS**

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 Contractor shall purchase and maintain, at its sole expense and as long as it is providing services to the City, the following insurance coverage:

Commercial General Liability - Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

**Minimum Limits:**

- \$1,000,000 per occurrence/\$2,000,000 general aggregate
- \$2,000,000 aggregate for products and completed operations
- \$1,000,000 personal and advertising injury

Automobile - Michigan "no-fault" coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

**Minimum Limits:**

- No-fault coverages - statutory
- \$500,000 per person/\$1,000,000 per accident - bodily injury
- \$500,000 per occurrence - property damage
- A combined single limit of \$1,000,000 per occurrence

Workers' Compensation and Employer's Liability- Statutory coverage or proof acceptable to the City of approval as a self-insurer by the State of Michigan.

**❖ EXHIBIT E – CERTIFICATE OF INSURANCE (CONTINUES)**

## Minimum Limits:

- Workers' Compensation - statutory
- Employer's Liability - \$100,000 each accident/\$100,000 disease - each employee
- \$500,000 disease - policy limit

Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Contractor or any of its subcontractors. Coverage shall be effective upon the date of the Agreement and shall remain effective for a period of three (3) years after the date of final payment thereunder. Such coverage shall be endorsed to include any subcontractors hired by the City.

## Minimum Limits:

- \$1,000,000 per occurrence, \$1,000,000 annual aggregate

Insurance coverage shall cover all claims against the City of Flint, its officials and employees, arising out of the work performed by the Contractor or any subcontractors under the Agreement. Should any work be subcontracted, it shall be the responsibility of the Contractor to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Contractor shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to the City. All insurance companies must maintain a rating of B+, VIII or better from AM. Best Company. Certificates of insurance with a thirty-(30) day cancellation clause shall be filed with and approved by the City at least five (5) days in advance of commencing work under the Agreement. Cancellation, material restriction, non-renewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the City.

The City reserves the right to request a complete certified copy of the policies for the above coverage's.

Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with the Agreement or any amendments thereto.

Depending on the subject matter of the transaction, the City may require other insurance coverage in addition to the coverage's contained herein.

***THE BID NUMBER IS TO APPEAR ON ALL INSURANCE CERTIFICATES***

FOR CORPORATION

STATE OF Michigan

S.S.

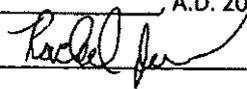
COUNTY OF Charlevoix

Thomas M. Teske being duly sworn, deposes and says that she/he/they  
is Vice President & General Manager of EJ USA, Inc.  
(Official Title) (Name of Corporation)

a corporation duly organized and doing business under the laws of the State of Michigan  
the corporation making the within and foregoing bid; that they 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 they have not and said bidder has not directly  
or indirectly induced or solicited any other person or corporation to refrain from bidding; that they have not and  
said bidder has not in any manner sought by collusion to secure to themselves or to said corporation an advantage  
over other bidders.

Subscribed and sworn to before me at East Jordan, in said County and State,

this 10th day of May, A.D. 20 21



\*Notary Public, State of Michigan County, Emmet

My Commission expires May 29, 20 23

RACHEL L. JOHNSON  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF EMMET  
MY COMMISSION EXPIRES 5/29/2023  
ACTING IN THE COUNTY OF Charlevoix



PROPOSAL# 21000605

RESOLUTION NO.: 210263  
PRESENTED: JUN 6 2021  
ADOPTED: \_\_\_\_\_

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO REPUBLIC SERVICES FOR SEWAGE SLUDGE CAKE DISPOSAL**

WHEREAS, Water Pollution Control (WPC) generates approximately 13,000 wet tons of biosolids cake and grit ("residuals") from its wastewater treatment process annually. Residuals must be transported off plant site to a landfill or other disposal site every weekday. The services are to be provided with fixed rates, for a period of three fiscal years. The contracts will be in effect for FY2022, FY2023, and FY2024. Three bids were reviewed and a split award is recommended.

WPC recommends the lowest qualified bidder, Republic Services be awarded the bid for disposal (landfill) services in the amount of \$247,000 for FY2022, \$260,000 for FY2023, and \$273,000 for FY2024, totaling \$780,000.

Account Number	Account Name	Amount
590-550.100-801.500	Sludge Disposal Services	\$247,000.00
	<b>FY2022 GRAND TOTAL</b>	<b>\$247,000.00</b>

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to enter into a contract with Republic Services to provide sewage sludge cake disposal services for FY2022, pending budget adoption, for the amount of \$247,000.00.

APPROVED AS TO FORM:

Angela Wheeler  
Angela Wheeler (May 24, 2021 09:11 EDT)  
Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

shelbi frayer  
shelbi frayer (May 24, 2021 10:29 EDT)  
Shelbi Frayer, Chief Financial Officer

FOR THE CITY OF FLINT:

Clyde D Edwards  
Clyde D Edwards (May 24, 2021 14:43 EDT)  
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

\_\_\_\_\_  
Kate Fields, City Council President

APPROVED AS TO PURCHASING:

Jennifer Ryan  
Jennifer Ryan (May 24, 2021 15:22 EDT)  
Jenn Ryan, Deputy Finance Director



# CITY OF FLINT

## RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** 03/12/2021

**BID/PROPOSAL#:** Proposal 21000605

**AGENDA ITEM TITLE:** Sewage Sludge Cake Disposal and Transport Services

**PREPARED BY:** Krystal Wallace  
Water Pollution Control

**VENDOR NAME:** Republic Services for Cake Disposal  
DHT Transportation for Transport Services

### BACKGROUND/SUMMARY OF PROPOSED ACTION:

Water Pollution Control (WPC) generates approximately 13,000 wet tons of biosolids cake and grit ("residuals") from its wastewater treatment process annually. Residuals must be transported off plant site to a landfill or other disposal site every weekday. The services are to be provided with fixed rates, for a period of three fiscal years. The Contracts will be in effect for FY2022, FY2023, and FY2024. Three Bids were reviewed and a split award is recommended.

WPC recommends the lowest qualified bidder; DHT Transportation be awarded the bid for transportation services in the amount of \$250,000.00 for each of the next three fiscal years, FY 2022, 2023, & 2024, a three-(3) year total of \$750,000.00.

WPC also recommends the lowest qualified bidder; Republic Services be awarded the three year bid for Disposal Services (Landfill) services in the amount of \$247,000.00 (FY 2022), \$260,000.00 (FY2023), and \$273,000.00 (FY 2024), a three-(3) year total of \$780,000.00.

Amounts are pending approval and adoption of each respective fiscal year.

**FINANCIAL IMPLICATIONS:** None

**BUDGETED EXPENDITURE?** YES  NO  IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
DPW-WPC	Sludge Disposal Services	590-550.100-801.500		\$250,000.00
DPW-WPC	Sludge Disposal Services	590-550.100-801.500		\$247,000.00
<b>FY2022 GRAND TOTAL</b>				<b>\$497,000.00</b>



**CITY OF FLINT**

**PRE-ENCUMBERED?** YES  NO  **REQUISITION NO:** 210004067 and 210004503

**ACCOUNTING APPROVAL:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**WILL YOUR DEPARTMENT NEED A CONTRACT?** YES  NO   
*(If yes, please indicate how many years for the contract)* YEARS

**WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal)**

**BUDGET YEAR 1**      **Transport**      **Disposal**  
\$250,000.00 & \$247,000.00

**BUDGET YEAR 2** \$250,000.00 & \$260,000.00

**BUDGET YEAR 3** \$250,000.00 & \$273,000.00

**OTHER IMPLICATIONS (i.e., collective bargaining):** None.

**STAFF RECOMMENDATION: (PLEASE SELECT):**  **APPROVED**  **NOT APPROVED**

**DEPARTMENT HEAD SIGNATURE:** \_\_\_\_\_  
*Jeanette H. Best*  
(Jeanette Best, WPC Manager)

DHT Transport Services				
Landfill (Sludge Disposal)	YEAR 1	YEAR 2	YEAR 3	Total cost per ton
	7/1/21 to 6/30/22	7/1/22 to 6/30/23	7/1/23 to 6/30/24	
Hours of Operation				
Monday thru Friday	\$	\$	\$	\$
Saturday	\$	\$	\$	\$
Holidays	\$	\$	\$	\$
<b>TOTAL COST</b>	No Bid	No Bid	No Bid	No Bid
13,000 Tons per fiscal year				

Republic Services				
Landfill (Sludge Disposal)	YEAR 1	YEAR 2	YEAR 3	Total cost per ton
	7/1/21 to 6/30/22	7/1/22 to 6/30/23	7/1/23 to 6/30/24	
Hours of Operation				
Monday thru Friday	\$ 19.00	\$ 20.00	\$ 21.00	\$ 21.00
Saturday	\$ 19.00	\$ 20.00	\$ 21.00	\$ 21.00
Holidays	\$ 30.00	\$ 32.00	\$ 33.00	\$ 33.00
<b>TOTAL COST</b>	\$ 247,000.00	\$ 260,000.00	\$ 273,000.00	\$ 273,000.00
13,000 Tons per fiscal year				

Waste Management				
Landfill (Sludge Disposal)	YEAR 1	YEAR 2	YEAR 3	Total cost per ton
	7/1/21 to 6/30/22	7/1/22 to 6/30/23	7/1/23 to 6/30/24	
Hours of Operation				
Monday thru Friday	\$ 38.50	\$ 40.40	\$ 42.43	\$ 42.43
Saturday	Closed	Closed	Closed	Closed
Holidays	Closed	Closed	Closed	Closed
<b>TOTAL COST</b>	\$ 590,500.00	\$ 520,200.00	\$ 651,000.00	\$ 651,000.00
13,000 Tons per fiscal year				

Transport to Landfill	Republic Citizens Grand Blanc	Brest Run Montrose	Venice Park Lennon	Waste Management Birch Run
	LOCATION	2361 W Grand Blanc RD Grand Blanc MI 48408	6335 Venice RD Montrose MI 48457	6036 E Lennon RD Lennon MI 48449
DISTANCE Miles	10.2	15	13.8	21.3
Travel Time	12 minutes	17 minutes	19 minutes	29 minutes
<b>Cost per ton, per mile</b>				
FISCAL Year	General rate			
FY 22	\$ 455.00	\$ 455.00	\$ 455.00	\$ 500.00
FY 23	\$ 466.38	\$ 466.38	\$ 466.38	\$ 512.50
FY 24	\$ 478.04	\$ 478.04	\$ 478.04	\$ 525.31

Transport to Landfill	Republic Citizens Grand Blanc	Brest Run Montrose	Venice Park Lennon	Waste Management Birch Run
	LOCATION	2361 W Grand Blanc RD Grand Blanc MI 48438	6335 Venice RD Montrose MI 48457	6036 E Lennon RD Lennon MI 48449
DISTANCE Miles	10.2	15	13.8	21.3
Travel Time	12 minutes	17 minutes	19 minutes	29 minutes
<b>Cost per ton, per mile</b>				
FISCAL Year	General rate			
FY 22	\$ 475.00	No Bid	No Bid	No Bid
FY 23	\$ 490.00	No Bid	No Bid	No Bid
FY 24	\$ 500.00	No Bid	No Bid	No Bid

Transport to Landfill	Republic Citizens Grand Blanc	Brest Run Montrose	Venice Park Lennon	Waste Management Birch Run
	LOCATION	2361 W Grand Blanc RD Grand Blanc MI 48408	6335 Venice RD Montrose MI 48457	6036 E Lennon RD Lennon MI 48449
DISTANCE Miles	10.2	15	13.8	21.3
Travel Time	12 minutes	17 minutes	19 minutes	29 minutes
<b>Cost per ton, per mile</b>				
FISCAL Year	General rate			
FY 22	N/A	No Bid	No Bid	No Bid
FY 23	N/A	No Bid	No Bid	No Bid
FY 24	N/A	No Bid	No Bid	No Bid

Vendor	Fiscal Year	Landfill	Sludge Transportation (Headings)		
			Per Trailer	Yearly Cost Low	Yearly Cost High
DHT Transportation	FY 2022	No Bid	\$ 455.00	\$ 256,600.00	\$ 260,000.00
	FY 2023	No Bid	\$ 466.38	\$ 242,517.40	\$ 256,500.00
	FY 2024	No Bid	\$ 478.04	\$ 248,580.80	\$ 273,161.20
Republic Services	FY 2022	\$ 247,000.00	\$ 475.00	\$ 247,000.00	\$ 247,000.00
	FY 2023	\$ 260,000.00	\$ 490.00	\$ 254,000.00	\$ 254,000.00
	FY 2024	\$ 273,000.00	\$ 500.00	\$ 260,000.00	\$ 260,000.00
Waste Management	FY 2022	\$ 500,500.00	No Bid	No Bid	No Bid
	FY 2023	\$ 525,200.00	No Bid	No Bid	No Bid
	FY 2024	\$ 551,500.00	No Bid	No Bid	No Bid

Vendor	Fiscal Year	Landfill	Sludge Transportation (Headings)		
			Per Trailer	Yearly Cost Low	Yearly Cost High
DHT Transportation	FY 2022	No Bid	\$ 455.00	\$ 256,600.00	\$ 260,000.00
	FY 2023	No Bid	\$ 466.38	\$ 242,517.40	\$ 256,500.00
	FY 2024	No Bid	\$ 478.04	\$ 248,580.80	\$ 273,161.20
Republic Services	FY 2022	\$ 247,000.00	\$ 475.00	\$ 247,000.00	\$ 247,000.00
	FY 2023	\$ 260,000.00	\$ 490.00	\$ 254,000.00	\$ 254,000.00
	FY 2024	\$ 273,000.00	\$ 500.00	\$ 260,000.00	\$ 260,000.00
Waste Management	FY 2022	\$ 500,500.00	No Bid	No Bid	No Bid
	FY 2023	\$ 525,200.00	No Bid	No Bid	No Bid
	FY 2024	\$ 551,500.00	No Bid	No Bid	No Bid



Sheldon A. Neeley

# City of Flint

## Department of Finance

### Division of Purchases & Supplies

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March 25, 2021

**TO:** Michael Brown  
Jeanette Best

**FROM:** Joyce A. McClane  
Purchasing Manager

**SUBJECT:** SEALED BIDS

Attached are three (3) bids that were received for **PROPOSAL #21000605 – SEWAGE SLUDGE CAKE DISPOSAL AND TRANSPORT SERVICES**. Enclosed are copies for your file. **Bid Due Date: 3/24/21. Enclosed is a spreadsheet.**

Your staff review and recommendation form is needed as soon as possible. **Please use the new fillable form.** This form is to be used for your staff review.

A staff review must be completed for **ALL Bids/Proposals**. Please let me know if you need a copy of the fillable form.

**Please note:** If your project is being funded by any grants issued by the federal government, you must go to:  
<https://www.dol.gov/ofccp/regs/compliance/preaward/debarlist.htm> to ensure that the selected vendor has not been debarred.

**PLEASE NOTE:**

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.

**If you have any questions, please feel free to give me a call or send an email.**

  
Signature





**SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES**  
**For Sewage Sludge Cake Disposal & Transport Services**  
**PROPOSAL# 21000605**

Approximate Annual Quantities – Not Guaranteed  
 Furnish as requested for the period 7/1/20 – 6/30/21

## Biosolids (Landfill) Disposal Contract

### BID FORM

**Bidder #1: DHT Transport**  
**2695 W. Vassar Rd., Reese, MI 48757**

Landfill (Sludge Disposal) Hours of Operation		YEAR 1 7/1/21 to 6/30/22	YEAR 2 7/1/22 to 6/30/23	YEAR 3 7/1/23 to 6/30/24
		Total cost per ton	Total cost per ton	Total cost per ton
Monday thru Friday		\$ No Bid	\$ No Bid	\$ No Bid
Saturday		\$ No Bid	\$ No Bid	\$ No Bid
Holidays		\$ No Bid	\$ No Bid	\$ No Bid
<b>TOTAL COST 13,000 Tons per fiscal year</b>		\$ No Bid	\$ No Bid	\$ No Bid

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

*Bid results posted are before evaluation team review and award recommendation.*



## Biosolids Transportation Contract YEAR 1 BID FORM

**July 1, 2021 to June 30, 2022**

LANDFILL	Republic Citizens Grand Blanc	Brent Run Montrose	Venice Park Lennon	Waste Management Birch Run
<b>LOCATION</b>	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run, MI 48415
<b>DISTANCE, Miles Travel Time</b>	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
<b>Cost per ton, per mile General rate</b>	<b>Cost per ton Trailer</b>			
\$ N/A	\$ 455.00	\$ 455.00	\$ 455.00	\$ 500.00

## Biosolids Transportation Contract YEAR 2 BID FORM

**July 1, 2022 to June 30, 2023**

LANDFILL	Republic Citizens Grand Blanc	Brent Run Montrose	Venice Park Lennon	Waste Management Birch Run
<b>LOCATION</b>	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run, MI 48415
<b>DISTANCE, Miles Travel Time</b>	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
<b>Cost per ton, per mile General rate</b>	<b>Cost per ton Trailer</b>			
\$ N/A	\$ 466.38	\$ 466.38	\$ 466.38	\$ 512.50

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

*Bid results posted are before evaluation team review and award recommendation.*



**Biosolids Transportation Contract  
YEAR 3 BID FORM**

**July 1, 2023 to June 30, 2024**

<b>LANDFILL</b>	<b>Republic Citizens Grand Blanc</b>	<b>Brent Run Montrose</b>	<b>Venice Park Lennon</b>	<b>Waste Management Birch Run</b>
<b>LOCATION</b>	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run, MI 48415
<b>DISTANCE, Miles Travel Time</b>	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
<b>Cost per ton, per mile General rate</b>	<b>Cost per ton Trailer</b>			
\$ N/A	\$ 478.04	\$ 478.04	\$ 478.04	\$ 525.31

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

*Bid results posted are before evaluation team review and award recommendation.*



## Biosolids (Landfill) Disposal Contract

### BID FORM

**Bidder #2: Republic Services of Flint**  
**4101 Holiday Drive, Flint, MI 48507**

Landfill (Sludge Disposal) Hours of Operation		YEAR 1 7/1/21 to 6/30/22	YEAR 2 7/1/22 to 6/30/23	YEAR 3 7/1/23 to 6/30/24
		Total cost per ton	Total cost per ton	Total cost per ton
Monday thru Friday		\$ 19.00 per ton	\$ 20.00 per ton	\$ 21.00 per ton
Saturday		\$ 19.00 per ton	\$ 20.00 per ton	\$ 21.00 per ton
Holidays		\$ 30.00 per ton	\$ 32.00 per ton	\$ 33.00 per ton
<b>TOTAL COST 13,000 Tons per fiscal year</b>		<b>\$ 247,000.00</b>	<b>\$ 260,000.00</b>	<b>\$ 273,000.00</b>

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

*Bid results posted are before evaluation team review and award recommendation.*



**Biosolids Transportation Contract  
YEAR 1 BID FORM**

**July 1, 2021 to June 30, 2022**

<b>LANDFILL</b>	<b>Republic Citizens Grand Blanc</b>	<b>Brent Run Montrose</b>	<b>Venice Park Lennon</b>	<b>Waste Management Birch Run</b>
<b>LOCATION</b>	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run, MI 48415
<b>DISTANCE, Miles Travel Time</b>	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
<b>Cost per ton, per mile General rate</b>	<b>Cost per ton Trailer</b>			
\$	\$475.00 per trailer load	\$	\$	\$

**Biosolids Transportation Contract  
YEAR 2 BID FORM**

**July 1, 2022 to June 30, 2023**

<b>LANDFILL</b>	<b>Republic Citizens Grand Blanc</b>	<b>Brent Run Montrose</b>	<b>Venice Park Lennon</b>	<b>Waste Management Birch Run</b>
<b>LOCATION</b>	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run, MI 48415
<b>DISTANCE, Miles Travel Time</b>	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
<b>Cost per ton, per mile General rate</b>	<b>Cost per ton Trailer</b>			
\$	\$490.00 per trailer load	\$	\$	\$

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

*Bid results posted are before evaluation team review and award recommendation.*



## Biosolids Transportation Contract YEAR 3 BID FORM

**July 1, 2023 to June 30, 2024**

LANDFILL	Republic Citizens Grand Blanc	Brent Run Montrose	Venice Park Lennon	Waste Management Birch Run
LOCATION	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run, MI 48415
DISTANCE, Miles Travel Time	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
Cost per ton, per mile General rate	<b>Cost per ton Trailer</b>			
\$	\$500.00 per trailer load	\$	\$	\$

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

*Bid results posted are before evaluation team review and award recommendation.*



## Biosolids (Landfill) Disposal Contract

### BID FORM

**Bidder #3: Waste Management of Michigan, Inc.**  
**4143 East Rathbun Rd., Birch Run, MI 48415**

Landfill (Sludge Disposal) Hours of Operation		YEAR 1 7/1/21 to 6/30/22	YEAR 2 7/1/22 to 6/30/23	YEAR 3 7/1/23 to 6/30/24
		Total cost per ton	Total cost per ton	Total cost per ton
Monday thru Friday		\$ 38.50	\$ 40.40	\$ 42.43
Saturday		Closed	Closed	Closed
Holidays		Closed	Closed	Closed
<b>TOTAL COST 13,000 Tons per fiscal year</b>		<b>\$ 500,000.00</b>	<b>\$ 525,200.00</b>	<b>\$ 551,590.00</b>

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

*Bid results posted are before evaluation team review and award recommendation.*



**Biosolids Transportation Contract  
YEAR 1 BID FORM**

**JULY 2022 TO SEPTEMBER 30, 2022**

<b>LANDFILL</b>	<b>Republic Citizens Grand Blanc</b>	<b>Brent Run Montrose</b>	<b>Venice Park Lennon</b>	<b>Waste Management Birch Run</b>
<b>LOCATION</b>	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run, MI 48415
<b>DISTANCE, Miles Travel Time</b>	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
<b>Cost per ton, per mile General rate</b>	<b>Cost per ton</b>			
\$	\$ No Bid	\$ No Bid	\$ No Bid	\$ No Bid

**Biosolids Transportation Contract  
YEAR 2 BID FORM**

**JULY 2022 TO SEPTEMBER 30, 2022**

<b>LANDFILL</b>	<b>Republic Citizens Grand Blanc</b>	<b>Brent Run Montrose</b>	<b>Venice Park Lennon</b>	<b>Waste Management Birch Run</b>
<b>LOCATION</b>	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run, MI 48415
<b>DISTANCE, Miles Travel Time</b>	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
<b>Cost per ton, per mile General rate</b>	<b>Cost per ton</b>			
\$	\$ No Bid	\$ No Bid	\$ No Bid	\$ No Bid

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

*Bid results posted are before evaluation team review and award recommendation.*



## Biosolids Transportation Contract YEAR 3 BID FORM

July 1, 2023 to June 30, 2024

LANDFILL	Republic Citizens Grand Blanc	Brent Run Montrose	Venice Park Lennon	Waste Management Birch Run
<b>LOCATION</b>	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run, MI 48415
<b>DISTANCE, Miles Travel Time</b>	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
<b>Cost per ton, per mile General rate</b>	<b>Cost per ton</b>			
\$	\$ No Bid	\$ No Bid	\$ No Bid	\$ No Bid

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

*Bid results posted are before evaluation team review and award recommendation.*

**CITY OF FLINT PROPOSAL NO.21000605**

**Sewage Sludge Cake Disposal and Transport Services**

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

**Purchasing Checklist:**

- Cover Sheet
- Exhibit A – Bid Form Submittal
- Exhibit B – List of References
- Exhibit C – Certificate of Insurance
- Exhibit D - Non-Bidder's Response
- City of Flint, Michigan Affidavit

**BID SUBMITTAL FORM**

**EXHIBIT A**

**Biosolids (Landfill) Disposal Contract**

**BID FORM**

<b>BIDDER Name and Address</b>		DHT Transport 2695 W. Vassar Rd Reese, MI 48757		
<b>Landfill (Sludge Disposal) Hours of Operation</b>		<b>YEAR 1</b> 7/1/21 to 6/30/22	<b>YEAR 2</b> 7/1/22 to 6/30/23	<b>YEAR 3</b> 7/1/23 to 6/30/24
		<b>Total cost per ton</b>	<b>Total cost per ton</b>	<b>Total cost per ton</b>
Monday thru Friday		\$ No Bid	\$ No Bid	\$ No Bid
Saturday		\$ No Bid	\$ No Bid	\$ No Bid
Holidays		\$ No Bid	\$ No Bid	\$ No Bid
<b>TOTAL COST 13,000 Tons per fiscal year</b>		\$ No Bid	\$ No Bid	\$ No Bid

**Biosolids Transportation Contract  
YEAR 1 BID FORM**

**July 1, 2021 to June 30, 2022**

<b>BIDDER Name and Address</b>	DHT Transport 2695 W. Vassar Rd Reese, MI 48757			
<b>LANDFILL</b>	<b>Republic Citizens Grand Blanc</b>	<b>Brent Run Montrose</b>	<b>Venice Park Lennon</b>	<b>Waste Management Birch Run</b>
<b>LOCATION</b>	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run, MI 48415
<b>DISTANCE, Miles Travel Time</b>	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
<b>Cost per ton, per mile General rate</b>	<p align="center"><b>Cost per ton Trailer</b></p>			
\$ N/A	\$ 455.00	\$ 455.00	\$ 455.00	\$ 500.00

**Biosolids Transportation Contract  
YEAR 2 BID FORM**

**July 1, 2022 to June 30, 2023**

<b>BIDDER Name and Address</b>	DHT Transport 2695 W. Vassar Rd Reese, MI 48757			
<b>LANDFILL</b>	<b>Republic Citizens Grand Blanc</b>	<b>Brent Run Montrose</b>	<b>Venice Park Lennon</b>	<b>Waste Management Birch Run</b>
<b>LOCATION</b>	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run MI 48415
<b>DISTANCE, Miles Travel Time</b>	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
<b>Cost per ton, per mile General rate</b>	<b>Cost per ton Trailer</b>			
\$ N/A	\$ 466.38	\$ 466.38	\$ 466.38	\$ 512.50

## Biosolids Transportation Contract YEAR 3 BID FORM

July 1, 2023 to June 30, 2024

<b>BIDDER Name and Address</b>	DHT Transport 2695 W. Vassar Rd. Reese, MI 48757			
<b>LANDFILL</b>	<b>Republic Citizens Grand Blanc</b>	<b>Brent Run Montrose</b>	<b>Venice Park Lennon</b>	<b>Waste Management Birch Run</b>
<b>LOCATION</b>	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run MI 48415
<b>DISTANCE, Miles Travel Time</b>	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
<b>Cost per ton, per mile General rate</b>	<b>Cost per ton Trailer</b>			
\$ N/A	\$ 478.04	\$ 478.04	\$ 478.04	\$ 525.31

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.

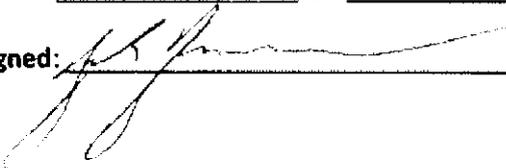
Terms: Net30 Fed. ID#: 47-4311495

Firm Name: DHT Transport

Address: 2695 W. Vassar Rd.

City/State/Zip: Reese, MI 48757

Phone: 989-759-2010 Fax: 989-759-2019 Email: jzimmerman@dht-inc.com

Signed:  Date: 3/23/21



3/24/2021

City of Flint

Finance Department-Division of Purchases and Supplies

1101 S Saginaw St M203

Flint, MI 48502

RFP Title: Sewage Sludge Cake Disposal and Transport Services

RFP Num: 21000605

Deadline: 3/24/2021

Proposer: DHT Transport

To Whom it may Concern:

Scope of Work Changes have been made to the original proposal set forth by the City of Flint. DHT Transport requests the bid scope be changed from "per ton" to "per trailer". In this case "per trailer" refers to each unit being counted separately for purposes of billing. DHT Transport will continue to provide equipment capable of hauling the proposed 25 ton. Due to production at the plant, tonnage per trailer may vary. DHT Transport is attempting to level our cost and simplify billing. DHT Transport returns the landfill manifest each day to the plant for verification purposes.

**EXHIBIT B**

*Sewage Sludge Cake Disposal and Transport Services*

**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: City of Flint Water Pollution Control  
Contact Person: Don Lewis Title: Operations Supervisor  
Address: 4652 Beecher Rd  
City: Flint State: MI Zip: 48532  
Telephone: 810-282-5176 Fax: 810-732-7044  
Email: dlewis@cityofflint.com  
Type of Project: Sludge cake haul to landfill locations

Project Timeline (Dates): on going Budget: N/A

**Reference #2:**

Company/Municipality: Biotech  
Contact Person: Don Popma Title: General Manager  
Address: 1651 Beulah Hwy  
City: Beulah State: MI Zip: 49617  
Telephone: 231-882-7219 Fax: \_\_\_\_\_  
Email: dpopma@biotechag.com  
Type of Project: treated solid waste hauling to agricultural fields for disposal

Project Timeline (Dates): on going Budget: N/A

**EXHIBIT B**

*Sewage Sludge Cake Disposal and Transport Services*

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

**Reference #3:**

Company/Municipality: Waste Management

Contact Person: Kevin Beste Title: Account Manager

Address: 48797 Alpha Dr, STE 150

City: Wixom State: MI Zip: 48393

Telephone: 248-640-8338

Fax: \_\_\_\_\_

Email: kbeste@wm.com

Type of Project: Sludge hauling and diverse environmental hauling projects

Project Timeline (Dates): on-going Budget: N/A

Client#: 60051

HAUBR

ACORD™

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
2/22/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Saginaw Bay Underwriters 1258 S. Washington P.O. Box 1928 Saginaw, MI 48605		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 989 752-8600 FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:															
<b>INSURED</b> Hausbeck Brothers, Inc. DBA D.H.T. Logistics P.O. Box 375 Reese, MI 48757-0375		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Auto Owners Insurance Co.</td> <td>18988</td> </tr> <tr> <td>INSURER B : Arch Specialty Insurance Co.</td> <td>21199</td> </tr> <tr> <td>INSURER C : Federal Insurance Co.</td> <td>002084</td> </tr> <tr> <td>INSURER D : Hartford Fire Insurance Co.</td> <td>19682</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Auto Owners Insurance Co.	18988	INSURER B : Arch Specialty Insurance Co.	21199	INSURER C : Federal Insurance Co.	002084	INSURER D : Hartford Fire Insurance Co.	19682	INSURER E :		INSURER F :	
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INSURER F :																	

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		1405217921	03/01/2021	03/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> Drive Other Car		83UENOH7010	03/01/2021	03/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000		4300942502	03/01/2021	03/01/2022	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000 \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	83WEOH7009	03/01/2021	03/01/2022	<input checked="" type="checkbox"/> W/C STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000
C	Motor Truck Cargo Reefer Coverage		06659684	03/01/2021	03/01/2022	\$400,000 Limit \$15,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Excess Umbrella (Auto Owners) #4300942502 goes over the General Liability.  
 -Letter B: Excess Umbrella (Arch Specialty Insurance Co.) #UXP1027939-01 - Limits of \$3,000,000  
 (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b> City of Flint 1101 S Saginaw St Flint, MI 48501	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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## DESCRIPTIONS (Continued from Page 1)

each occurrence and \$3,000,000 aggregate - Policy Term 03/01/2021-03/01/2022 goes over the Automobile Policy, Workers Compensation and the Umbrella Policy (Auto Owners)

-Pollution Liability broad coverage for covered autos is included in the Automobile Policy form #CA9948.

-Form MCS-90 is included. Waiver of Subrogation does apply.

**\*\* Supplemental Name \*\***

Hausbeck Brothers, Inc. DBA D.H.T. Logistics

David Hausbeck

D.H.T. Specialized, LLC

D.H.T. Transport, LLC

D.H.T. Express, LLC

D.H.T. Agricultural Transport, LLC

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 are included as additional insureds with respects to the general liability on a primary and non contributory basis and the auto liability. 30 Day notice of cancellation (10 Day Notice for nonpayment of premium) applies. (6/17)

**EXHIBIT D**

*Sewage Sludge Cake Disposal and Transport Services*

**NON-BIDDER'S RESPONSE**

**VENDORS NAME:** \_\_\_\_\_

For the purpose of facilitating your firm's response to our invitation to bid, the City of Flint is interested in ascertaining reasons for prospective bidder's failure to respond to "Invitations to Bid". If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and return this form to the above address.

We are *not* responding to this "Invitation to Bid" for the following reason(s):

\_\_\_\_\_ Items or materials requested not manufactured by us or not available to our company.

\_\_\_\_\_ Our items and/or materials do not meet specifications.

\_\_\_\_\_ Specifications not clearly understood or applicable (too vague, too rigid, etc.).

\_\_\_\_\_ Quantities too Small.

\_\_\_\_\_ Insufficient time allowed for preparation of bid.

\_\_\_\_\_ Incorrect address used. Our correct mailing address is: \_\_\_\_\_

\_\_\_\_\_ Our branch / division handles this type of bid. We have forwarded this bid on to them but for the future the correct name and mailing address is: \_\_\_\_\_

\_\_\_\_\_ **OTHER:** \_\_\_\_\_

**Thank you for your participation in this bid.**

CITY OF FLINT, MICHIGAN AFFIDAVIT

AFFIDAVIT FOR INDIVIDUAL

STATE OF Michigan

S.S.

COUNTY OF Saginaw

[Signature]

being duly sworn, deposes and says that they are 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 they have not directly or indirectly induced or solicited any bidder to put in a sham bid; that they have not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that they have not in any manner sought by collusion to secure themselves any advantage over other bidders.

Subscribed and sworn to before me at D.H.T. Transport, in said County and State,

this 24 day of March, A.D. 2021

Christophe Ryz

\*Notary Public, Tuscola County, Michigan

My Commission expires April 09, 2022

*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.*

FOR CORPORATION

STATE OF Michigan

S.S.

COUNTY OF Saginaw

Josh Zimmerman being duly sworn, deposes and says that she/he/they  
is General Manager of DHT Transport

(Official Title)

(Name of Corporation)

a corporation duly organized and doing business under the laws of the State of Michigan  
the corporation making the within and foregoing bid; that they 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 they have not and said bidder has not directly  
or indirectly induced or solicited any other person or corporation to refrain from bidding; that they have not and  
said bidder has not in any manner sought by collusion to secure to themselves or to said corporation an advantage  
over other bidders.

Subscribed and sworn to before me at DHT Transport, in said County and State,  
this 24 day of March, A.D. 2021,

Christopher Rf  
\*Notary Public, Tuscola County, Michigan

My Commission expires April 09, 2027

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.

**CITY OF FLINT PROPOSAL NO.21000605**

**Sewage Sludge Cake Disposal and Transport Services**

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

**Purchasing Checklist:**

- Cover Sheet
- Exhibit A – Bid Form Submittal
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- Exhibit C – Certificate of Insurance
- Exhibit D - Non-Bidder's Response
- City of Flint, Michigan Affidavit

**BID SUBMITTAL FORM**

**EXHIBIT A**

**Biosolids (Landfill) Disposal Contract**

**BID FORM**

<b>BIDDER Name and Address</b>	Republic Services of Flint 4101 Holiday Drive Flint, MI 48507		
<b>Landfill (Sludge Disposal) Hours of Operation</b>	<b>YEAR 1</b> 7/1/21 to 6/30/22	<b>YEAR 2</b> 7/1/22 to 6/30/23	<b>YEAR 3</b> 7/1/23 to 6/30/24
	<b>Total cost per ton</b>	<b>Total cost per ton</b>	<b>Total cost per ton</b>
Monday thru Friday	\$19.00 per ton \$	\$20.00 per ton \$	\$21.00 per ton \$
Saturday	\$19.00 per ton \$	\$20.00 per ton \$	\$21.00 per ton \$
Holidays	\$30.00 per ton \$	\$32.00 per ton \$	\$33.00 per ton \$
<b>TOTAL COST</b> <b>13,000 Tons per fiscal year</b>	\$247,000.00 \$	\$260,000.00 \$	\$273,000.00 \$

## Biosolids Transportation Contract

YEAR 1 BID FORM

July 1, 2021 to June 30, 2022

<b>BIDDER Name and Address</b>				
<b>LANDFILL</b>	<b>Republic Citizens Grand Blanc</b>	<b>Brent Run Montrose</b>	<b>Venice Park Lennon</b>	<b>Waste Management Birch Run</b>
<b>LOCATION</b>	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run, MI 48415
<b>DISTANCE, Miles</b> Travel Time	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
<b>Cost per ton, per mile</b> General rate	<b>Cost per <del>ton</del> Trailer</b>			
\$	\$475.00 per trailer load	\$	\$	\$

**Biosolids Transportation Contract  
YEAR 2 BID FORM**

**July 1, 2022 to June 30, 2023**

<b>BIDDER Name and Address</b>				
<b>LANDFILL</b>	<b>Republic Citizens Grand Blanc</b>	<b>Brent Run Montrose</b>	<b>Venice Park Lennon</b>	<b>Waste Management Birch Run</b>
<b>LOCATION</b>	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run, MI 48415
<b>DISTANCE, Miles Travel Time</b>	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
<b>Cost per ton, per mile General rate</b>	<b>Cost per ton</b> Trailer			
\$	\$490.00 per trailer load	\$	\$	\$

## Biosolids Transportation Contract YEAR 3 BID FORM

July 1, 2023 to June 30, 2024

<b>BIDDER Name and Address</b>				
<b>LANDFILL</b>	<b>Republic Citizens Grand Blanc</b>	<b>Brent Run Montrose</b>	<b>Venice Park Lennon</b>	<b>Waste Management Birch Run</b>
<b>LOCATION</b>	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run, MI 48415
<b>DISTANCE, Miles Travel Time</b>	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
<b>Cost per ton, per mile General rate</b>	<b>Cost per ton<sup>XXXX</sup> Trailer</b>			
\$	\$500.00 per trailer load	\$	\$	\$

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.

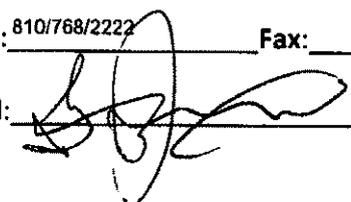
Terms: Net 30 days Fed. ID#: 38-3293469

Firm Name: Republic Services

Address: 4101 Holiday drive

City/State/Zip Flint, MI 48507

Phone: 810/768/2222 Fax: \_\_\_\_\_ Email: Tjohnston@republicservices.com

Signed:  Date: 03/24/2021

**EXHIBIT B**

*Sewage Sludge Cake Disposal and Transport Services*

**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: City of Bay City

Contact Person: Phil Smith Title: Director of Operations

Address: 2905 N Water Street

City: Bay City State: MI Zip: 48708

Telephone: (989) 893-5121 Fax: \_\_\_\_\_

Email: Psmith@baycitymi.org

Type of Project: Sludge filter cake hauling and disposal

Project Timeline (Dates): 07/01/18 through current Budget: \$150,000 annually

**Reference #2:**

Company/Municipality: Genoa Osceola Sewer and Water authority

Contact Person: Jim Aulette Title: Director

Address: 2911 Dorr Road

City: Brighton, State: MI Zip: 48116

Telephone: (517) 642-9653 Fax: \_\_\_\_\_

Email: jima@mhog.org

Type of Project: Sludge filter cake hauling and disposal

Project Timeline (Dates): 4-20-15 through present Budget: \$200,000 annually

**EXHIBIT B**

*Sewage Sludge Cake Disposal and Transport Services*

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

**Reference #3:**

Company/Municipality: North Kent Sewer Authority

Contact Person: Scott Schoolcraft Title: Director

Address: 4775 Coit Ave N.E.

City: Grand Rapids State: MI Zip: 49525

Telephone: (616) 363-0702 Fax: \_\_\_\_\_

Email: jschoolcraft@nksa.us

Type of Project: Sludge filter cake hauling and disposal

Project Timeline (Dates): 1-01-2012 through present Budget: \$500,000 annually

**EXHIBIT C**

*Sewage Sludge Cake Disposal and Transport Services*

**CERTIFICATE OF INSURANCE**

**INSURANCE REQUIREMENTS**

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 Contractor shall purchase and maintain, at its sole expense and as long as it is providing services to the City, the following insurance coverage:

Commercial General Liability - Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

Minimum Limits:

- \$1,000,000 per occurrence/\$2,000,000 general aggregate
- \$2,000,000 aggregate for products and completed operations
- \$1,000,000 personal and advertising injury

Automobile - Michigan "no-fault" coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

Minimum Limits:

- No-fault coverages - statutory
- \$500,000 per person/\$1,000,000 per accident - bodily injury
- \$500,000 per occurrence - property damage
- A combined single limit of \$1,000,000 per occurrence

Workers' Compensation and Employer's Liability- Statutory coverage or proof acceptable to the City of approval as a self-insurer by the State of Michigan.

## EXHIBIT C

### *Sewage Sludge Cake Disposal and Transport Services* **CERTIFICATE OF INSURANCE (continues)**

#### Minimum Limits:

- Workers' Compensation - statutory
- Employer's Liability - \$100,000 each accident/\$100,000 disease - each employee
- \$500,000 disease - policy limit

Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Contractor or any of its subcontractors. Coverage shall be effective upon the date of the Agreement and shall remain effective for a period of three (3) years after the date of final payment thereunder. Such coverage shall be endorsed to include any subcontractors hired by the City.

#### Minimum Limits:

- \$1,000,000 per occurrence, \$1,000,000 annual aggregate

Insurance coverage shall cover all claims against the City of Flint, its officials and employees, arising out of the work performed by the Contractor or any subcontractors under the Agreement. Should any work be subcontracted, it shall be the responsibility of the Contractor to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Contractor shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to the City. All insurance companies must maintain a rating of B+, VIII or better from AM. Best Company. Certificates of insurance with a thirty-(30) day cancellation clause shall be filed with and approved by the City at least five (5) days in advance of commencing work under the Agreement. Cancellation, material restriction, non-renewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the City.

The City reserves the right to request a complete certified copy of the policies for the above coverage's.

Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with the Agreement or any amendments thereto.

Depending on the subject matter of the transaction, the City may require other insurance coverage in addition to the coverage's contained herein.

**THE BID NUMBER IS TO APPEAR ON ALL INSURANCE CERTIFICATES**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/30/2020

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> CANNON COCHRAN MANAGEMENT SERVICES INC. 17015 N. SCOTTSDALE RD SCOTTSDALE, AZ 85255	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C No.Ext):</b>	<b>FAX (A/C No.Ext):</b>
<b>E-MAIL ADDRESS:</b> certificate@ccmsi.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A: ACE American Insurance Co.		22667
INSURER B: Indemnity Insurance Company of NA		43575
INSURER C: ACE Fire Underwriters		20702
INSURER D: Illinois Union Insurance Company		27960
INSURER E:		
INSURER F:		

<b>INSURED</b> REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	<b>CERTIFICATE NUMBER:</b> 1755559		<b>REVISION NUMBER:</b>
---	------------------------------------	--	-------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HDO G71450892	06/30/2020	06/30/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY  <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			ISA H25305425	06/30/2020	06/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C67458424 AOS WLR C67458382 AZ/CA/MA/OR SCF C67458461 - VM WCU C67458503 - OH XS TNS C66948560 - TX NSXS	06/30/2020	06/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Division Number: 3302 - Named Insured Includes: Tri-County Refuse Service, Inc. - Dba: Tri-County Refuse - Republic Waste Services of Mid Michigan - Republic Waste Services of Mid Michigan - White's Disposal - Republic Services of Upper Michigan - AW of Flint - Republic Services of Flint  
Division Number: 4238 - Named Insured Includes: Citizens Disposal, Inc. - Dba: Citizens Disposal Landfill

<b>CERTIFICATE HOLDER</b>  City of Flint - Risk Management 1101 S Saginaw Street Flint, MI 48502-1420 United States	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**CERTIFICATE NUMBER: 1755559**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

**GENERAL LIABILITY:**

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**AUTO LIABILITY:**

Certificate holder is Additional Insured when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY:**

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C67458424 and stop gap coverage for OH is covered under policy no. WCU C67458503, as noted on page 1 of this certificate.

**TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:**

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C66948560) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Additional Insured includes: City of Flint, all elected and appointed officials, all employees and volunteers, all boards, commissioners, and/or authorities and their board members, employees and volunteers, when required by written contract.

**NOTICE TO OTHERS ENDORSEMENT - NOTICE BY INSURED'S REPRESENTATIVE**

Named Insured Republic Services, Inc.			Endorsement Number 61
Policy Symbol HDO	Policy Number G71450892	Policy Period 06/30/2020 TO 06/30/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

- A. If we cancel, non-renew, or materially change the Policy prior to its expiration date by notice to the first Named Insured for any reason other than nonpayment of premium, we will, as set out in this endorsement, send written notice of such cancellation, non-renewal or material change, to the first Named Insured and will allow its representative to send such notice to all persons or organizations that the first Named Insured has contractually agreed to provide such notice.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification. The failure to provide advance notification of cancellation, non-renewal, or material change will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation, non-renewal or material change of the Policy.
- C. We will only be responsible for sending such notice to the first Named Insured who will notify its representative, and its representative will, in turn, send all applicable persons or organizations notice of cancellation, non-renewal, or material change at least 30 days prior to the applicable event date
- D. This endorsement does not apply in the event that the first Named Insured cancels the Policy.

All other terms and conditions of the Policy remain unchanged

**EXHIBIT D**

*Sewage Sludge Cake Disposal and Transport Services*  
**NON-BIDDER'S RESPONSE**

**VENDORS NAME:** \_\_\_\_\_

For the purpose of facilitating your firm's response to our invitation to bid, the City of Flint is interested in ascertaining reasons for prospective bidder's failure to respond to "Invitations to Bid". If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and return this form to the above address.

We are *not* responding to this "Invitation to Bid" for the following reason(s):

\_\_\_\_\_ Items or materials requested not manufactured by us or not available to our company.

\_\_\_\_\_ Our items and/or materials do not meet specifications.

\_\_\_\_\_ Specifications not clearly understood or applicable (too vague, too rigid, etc.).

\_\_\_\_\_ Quantities too Small.

\_\_\_\_\_ Insufficient time allowed for preparation of bid.

\_\_\_\_\_ Incorrect address used. Our correct mailing address is: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Our branch / division handles this type of bid. We have forwarded this bid on to them but for the future the correct name and mailing address is: \_\_\_\_\_

\_\_\_\_\_ **OTHER:** \_\_\_\_\_

\_\_\_\_\_

**Thank you for your participation in this bid.**

FOR CORPORATION

STATE OF Michigan

S.S.

COUNTY OF Genesee

Metrel Demps Metrel Demps being duly sworn, deposes and says that she/he/they  
is General Manager of Tri County Refuse DBA (Republic Services of Flint)

(Official Title)

(Name of Corporation)

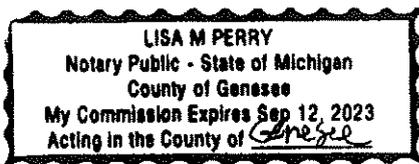
a corporation duly organized and doing business under the laws of the State of Deleware  
the corporation making the within and foregoing bid; that they executed said bid in behalf of said corporation by  
authority of its Board of Directors; that said bid is genuine and not sham or collusive and is not made in the  
interests of or on behalf of any person not herein named, and that they have not and said bidder has not directly  
or indirectly induced or solicited any other person or corporation to refrain from bidding; that they have not and  
said bidder has not in any manner sought by collusion to secure to themselves or to said corporation an advantage  
over other bidders.

Subscribed and sworn to before me at Republic Services, in said County and State,  
this 23 day of march, A.D. 2021

Lisa M Perry

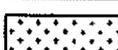
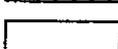
My Commission expires 9-12, 2023 \*Notary Public, Genesee County, Michigan

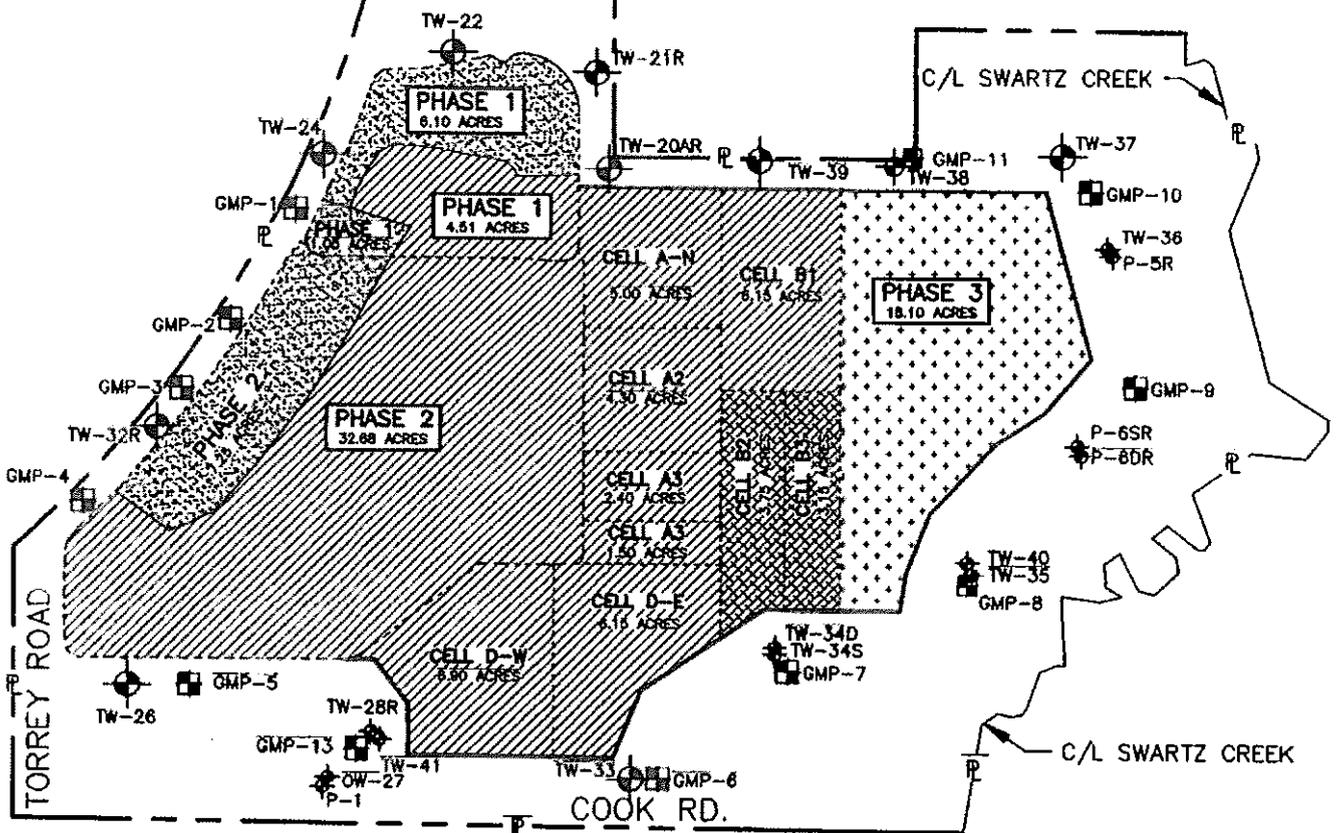
NOTE: If executed outside of the State of Michigan, certificate by the Clerk of the Court of Record, authenticating the Notary's Signature and authority should be attached.



GRAND BLANC ROAD

### ATTACHMENT "A"

-  CERTIFIED PARTIALLY CLOSED AREA = 14.40 AC.
-  ACTIVE FILL AREA NOT YET AT FINAL GRADE = 69.59 AC.
-  CONSTRUCTED AREA WITH FINANCIAL ASSURANCE = 0.0 AC.
-  UNCONSTRUCTED AREA WITH FINANCIAL ASSURANCE = 6.90 AC.
-  UNCONSTRUCTED AREA W/O FINANCIAL ASSURANCE = 18.10 AC.
-  ANCILLARY AREA = 127.52 AC.
-  EXISTING GROUNDWATER MONITORING WELLS
-  EXISTING GAS MONITORING PROBES



## MIDWESTERN CONSULTING



Civil, Environmental and  
Transportation Engineers  
Planners, Surveyors  
Landscape Architects

3815 Plaza Drive  
Ann Arbor, Michigan 48108  
Phone: 734.995.0200  
Fax 734.995.0599

## CITIZENS DISPOSAL, INC. ATTACHMENT "A"

DATE: 7/30/19

JOB NO.: **00022**

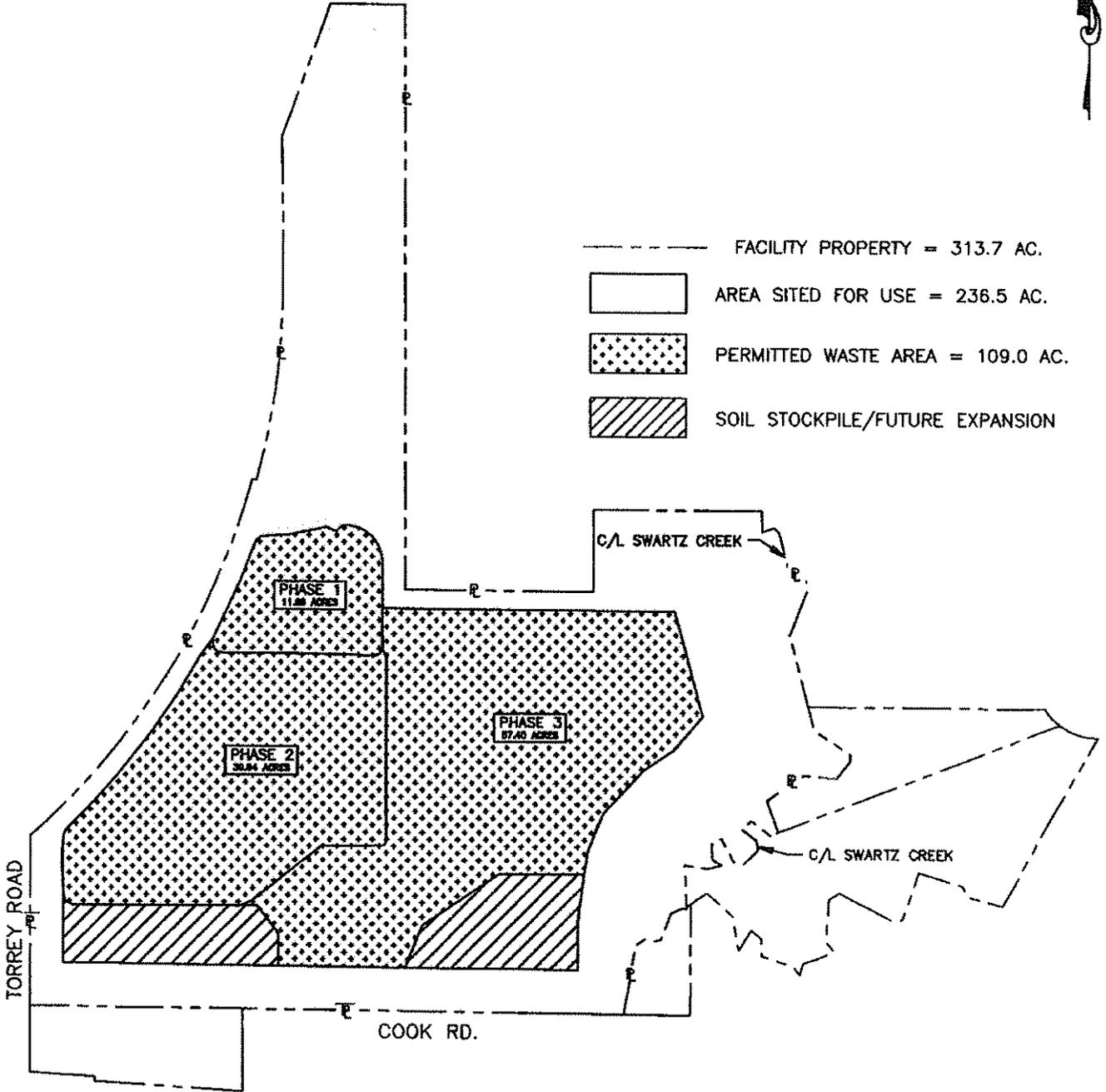
SCALE: 1" = 600'



SHEET 1 OF 1



GRAND BLANC ROAD



- FACILITY PROPERTY = 313.7 AC.
- AREA SITED FOR USE = 236.5 AC.
- ▤ PERMITTED WASTE AREA = 109.0 AC.
- ▨ SOIL STOCKPILE/FUTURE EXPANSION

C/L SWARTZ CREEK

C/L SWARTZ CREEK

TORREY ROAD

COOK RD.

# MIDWESTERN CONSULTING



Civil, Environmental and  
 Transportation Engineers  
 Planners, Surveyors  
 Landscape Architects

3815 Plaza Drive  
 Ann Arbor, Michigan 48108  
 Phone: 734.995.0200  
 Fax 734.995.0599

CITIZENS DISPOSAL, INC.  
SITE PLAN

DATE: 6/28/12      JOB NO.: **00022**

SCALE: 1" = 800'



SHEET 1 OF 1



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF  
ENVIRONMENT, GREAT LAKES, AND ENERGY  
LANSING DISTRICT OFFICE



LIESL EICHLER CLARK  
DIRECTOR

July 16, 2020

Mr. Derek Neal  
Citizens Disposal, Inc.  
2361 West Grand Blanc Road  
Grand Blanc, Michigan 48439

Dear Mr. Neal:

SUBJECT: In Compliance, Citizens Disposal, Inc.  
Waste Data System Number 470517

On June 26, 2020, Department of Environment, Great Lakes, and Energy, Materials Management Division (MMD), staff conducted an inspection of Citizens Disposal Landfill, located at 2361 West Grand Blanc Road, Grand Blanc, Genesee County, Michigan, to evaluate compliance with Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended; the administrative rules promulgated pursuant to Part 115; and Citizens Disposal's Solid Waste Disposal Area Operating License Number 9530 issued on August 21, 2018. A copy of the completed inspection form is enclosed.

Based upon information obtained and observations made during the inspection, MMD staff has determined that Citizens Disposal is in compliance with the requirements of Part 115 that were evaluated.

If you have any questions, please feel free to contact me at the telephone number below or by e-mail at [MaguireE@Michigan.gov](mailto:MaguireE@Michigan.gov).

Sincerely,

Evin P. Maguire  
Geologist  
Materials Management Division  
517-388-3525

Enclosure

**Michigan Department of Environmental Quality  
Waste Management and Radiological Protection Division  
Part 115 - Landfill Evaluation Report**

<b>Name of Facility</b> CITIZENS DISPOSAL INC		<b>Facility Number</b> 470517		<b>License # and Expiration Date</b> 9462      1/6/2021													
<b>Facility Address</b> 2361 W GRAND BLANC RD, GRAND BLANC, MI			<b>Facility Contact: Name - Phone Number</b> ROBERT THORNTON      810-655-4207														
<b>LEGEND: (C) = Compliance (V) = Violation (NE) = Not Evaluated (*) = See Note (-) = Does not Apply</b>																	
<i>General Operations</i>			<i>Leachate / Stormwater Mangement</i>														
C	A.	Miscellaneous Operational Issues	C	J.	Surface Water Discharge												
C	B.	Blowing Debris, Dust, Odor & Vector Control	C	K.	Protection of Surface Waters												
C	C.	Gas Monitoring & Migration	C	L.	Leachate Control / Mangement												
No	D.	Are there any exceedances of the LEL?	C	M.	Leachate Volume / Head Records												
<i>Prohibited Waste Restrctions</i>			C	N.	Secondary Volume / ARF / RFR Records												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>C</td> <td>E.</td> <td>Hazardous Waste / Liquids / Yard Waste / Other Materials Prohibited for Disposal</td> </tr> <tr> <td>C</td> <td>F.</td> <td>Random / Suspicious Load Records</td> </tr> <tr> <td>C</td> <td>G.</td> <td>Load Inspection During Evaluation</td> </tr> <tr> <td>0</td> <td># of Loads Inspected</td> <td>0 yds. Volume of Loads</td> </tr> </table>			C	E.	Hazardous Waste / Liquids / Yard Waste / Other Materials Prohibited for Disposal	C	F.	Random / Suspicious Load Records	C	G.	Load Inspection During Evaluation	0	# of Loads Inspected	0 yds. Volume of Loads	<i>Daily / Interlm / Final Cover</i>		
			C	E.	Hazardous Waste / Liquids / Yard Waste / Other Materials Prohibited for Disposal												
C	F.	Random / Suspicious Load Records															
C	G.	Load Inspection During Evaluation															
0	# of Loads Inspected	0 yds. Volume of Loads															
			C	O.	Adequacy of Daily Cover												
			Yes	P.	Are Alternate Daily Cover Materials Used?												
			Yes	Q.	Is the Use in Compliance with Approved Plan?												
			C	R.	Period and Adequacy of Interim Cover												
			Yes	S.	Are all lifts exposed for 90 days covered with interim cover?												
<i>Permit and License Compliance</i>			C	T.	Completion of Area / Final Cover												
C	H.	Operations Conform to Permit, License, Order Conditions & Construction Certifications															
C	I.	Operations Conform to Approved Hydrogeo, Monitoring, Engineering and Operational Plans															
<b>REMARKS:</b>																	
Inspection was carried out onsite, but in separate vehicles via phone in order to comply with COVID-19 health guidelines Documents were not reviewed onsite, but electronically via email.																	
<b>Person Interviewed</b> Derek Neal			<b>Date of Inspection</b> 6/26/2020		<b>Time of Inspection</b> 2:00 PM												
<b>Inspected By</b> Evin Maguire			<b>Representing</b> EGLE-MMD														

**Michigan Department of Environmental Quality  
TYPE II LANDFILL OPERATING RECORD  
Evaluation Report**

LEGEND: (C) = Compliance (V) = Violation (NE) = Not Evaluated ( \* ) = See Note ( - ) = Does not Apply

C	A	Location Restriction Demonstrations	<b>REMARKS:</b>
C	B	Prohibited Waste Procedures	
C	C	Gas Monitoring Results	
C	D	Leachate, SCS Liquid and/or Gas Condensate Reintroduction Documentation	
C	E	LCS Monitoring Records	
C	F	SCS Monitoring Records	
C	G	Groundwater Monitoring Results	
C	H	Quantity of Waste Received	
C	I	Documentation of Placement of Interim Cover	
C	J	Closure Plans	
C	K	Post Closure Care Plans	
C	L	Groundwater Monitoring System Documentation	
C	M	Groundwater Sampling and Analysis Plan Documentation	
C	N	Statistical Procedures for Groundwater Monitoring	
C	O	Specific Procedures for Hydraulic Conductivity Testing for Cohesive Soils	
<b>REQUIRED BY</b>			
A 299.4438(1)(a)	B 299.4438(1)(b)	C 299.4438(1)(c)	
D 299.4438(1)(d)	E 299.4438(1)(g) & 299.4432(2)	F 299.4438(1)(g) & 299.4432(4)	
G 299.4438(1)(e)	H 299.4438(1)(f)	I 299.4438(1)(g) & 299.4429(7)	
J 299.4438(1)(g)	K 299.4438(1)(g)	L 299.4438(1)(e)	
M 299.4438(1)(e)	N 299.4438(1)(e)	O 299.4438(1)(g) & 299.4920(2)	
<b>Name of Facility</b> Citizens Disposal Landfill		<b>Date of Inspection</b> 9/24/19	<b>Time of Inspection</b> 1:00 pm
<b>Inspected By</b> Steve Blayer		<b>Representing</b> MDEQ - RMD	

## OPERATING RECORD REQUIREMENTS

<b>A. Location Restriction Demonstrations for:</b>	<b>G. Ground Water Monitoring Results</b>
<input checked="" type="checkbox"/> Groundwater Isolation	<i>Downgradient &amp; Background Groundwater Quality</i>
<input checked="" type="checkbox"/> Horizontal Isolation	<input checked="" type="checkbox"/> i. Primary Indicators + pH (Rule 450)
<input checked="" type="checkbox"/> Sensitive Areas	<input checked="" type="checkbox"/> ii. Heavy Metals (Rule 452)
<input checked="" type="checkbox"/> Airports	<input checked="" type="checkbox"/> iii. Primary Volatile Organics (Rule 453)
<input checked="" type="checkbox"/> Floodplains	<input checked="" type="checkbox"/> iv. Secondary Organics (Rule 454)
<input checked="" type="checkbox"/> Wetlands	<input checked="" type="checkbox"/> Notice of Statistically Significant Change from Background
<input checked="" type="checkbox"/> Fault Areas and Seismic Impact Zones	<input checked="" type="checkbox"/> Assessment Monitoring Plan
<input checked="" type="checkbox"/> Unstable Areas	<input checked="" type="checkbox"/> i. Notice of Constituent Levels above Groundwater Protection Standards
<input checked="" type="checkbox"/> Vertical Expansion Exemption	<input checked="" type="checkbox"/> ii. Response Action Plan
	<input checked="" type="checkbox"/> iii. Assessment of Corrective Measures
<b>B. Prohibited Waste Procedures</b>	<input checked="" type="checkbox"/> iv. Remedial Action Plan
<input checked="" type="checkbox"/> Random and Suspicious Load Inspection Records	<input checked="" type="checkbox"/> v. Notice of Implementation of Remedial Action Plan
<input checked="" type="checkbox"/> Training Procedures for Employees	
<input checked="" type="checkbox"/> Notification Procedures for Hazardous Waste Discovery	<b>H. Records of the Quantity of Waste Received</b>
	<input checked="" type="checkbox"/> (For Perpetual Care Fund)
<b>C. Gas Monitoring Information</b>	
<input checked="" type="checkbox"/> Gas Monitoring Results	<b>I. Documentation for the Placement of Interim Cover</b>
<input checked="" type="checkbox"/> Notice of Exceedance	<input checked="" type="checkbox"/> (Must be 1' Soil including Daily Cover or FML)
<input checked="" type="checkbox"/> Remediation Plan (if Gas Levels Exceeded.)	
	<b>J. Closure Plans</b>
<b>D. Leachate, Secondary Collection System (SCS) Liquid and/or Gas Condensate Reintroduction Design Documentation</b>	<input checked="" type="checkbox"/> An Engineering Plan in Compliance with Rule 446 [Until the Unit is Officially Certified Closed]
<input checked="" type="checkbox"/> (As required in Operating License)	<input checked="" type="checkbox"/> Notice of the Intent to Close a Unit
	<input checked="" type="checkbox"/> Approved Closure Certification
<b>E. Leachate Collection System (LCS) Monitoring Records</b>	
<input checked="" type="checkbox"/> Weekly Leachate Depths	<b>K. Post Closure Care Plan</b>
<input checked="" type="checkbox"/> Monthly Volume Pumped from each Unit	<input checked="" type="checkbox"/> An Engineering Plan in Compliance with Rule 447
<i>Leachate Quality</i>	<input checked="" type="checkbox"/> Approved Post Closure Certification
<input checked="" type="checkbox"/> i. Primary Inorganic Indicators (Rule 450)	
<input checked="" type="checkbox"/> ii. Primary Volatile Organics (Rule 453)	<b>L. Groundwater Monitoring System Documentation</b>
<input checked="" type="checkbox"/> iii. Other Constituents (Rules 451 & 452)	<input checked="" type="checkbox"/> Design Documentation
<input checked="" type="checkbox"/> LCS Pipe Cleanout and Inspection Data	<input checked="" type="checkbox"/> Installation Documentation
	<input checked="" type="checkbox"/> Development Documentation
<b>F. SCS Monitoring Records</b>	<input checked="" type="checkbox"/> Decommission Documentation
<input checked="" type="checkbox"/> Weekly Liquid Volumes Removed from each Unit	<input checked="" type="checkbox"/> Approval of Groundwater Monitoring System
Average Daily Flow Rate in gal/acre/day	
<input checked="" type="checkbox"/> [Calculated Weekly, Monthly, and Quarterly]	<b>M. Groundwater Sampling and Analysis Plan Documentation</b>
<i>SCS Liquid Quality</i>	<input checked="" type="checkbox"/> Sampling and Analysis Plan
<input checked="" type="checkbox"/> i. Primary Inorganic Indicators (Rule 450)	
<input checked="" type="checkbox"/> ii. Primary Volatile Organics (Rule 453)	<b>N. Statistical Procedures for Groundwater Monitoring</b>
<input checked="" type="checkbox"/> iii. Other Constituents (Rules 451 & 452)	<input checked="" type="checkbox"/> The Statistical Method for Groundwater Analysis
<input checked="" type="checkbox"/> SCS Pipe Cleanout and Inspection Data	<input checked="" type="checkbox"/> Justification if the Test is Different from Rule 908
	<b>O. Specific Procedures for Hydraulic Conductivity Testing</b>
	<input checked="" type="checkbox"/> The Specific Procedures for Testing Cohesive Soils

**CITY OF FLINT PROPOSAL NO. 21000605**

**Sewage Sludge Cake Disposal and Transport Services**

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

**Purchasing Checklist:**

- Cover Sheet
- Exhibit A – Bid Form Submittal
- Exhibit B – List of References
- Exhibit C – Certificate of Insurance
- Exhibit D - Non-Bidder's Response
- City of Flint, Michigan Affidavit



March 24, 2021

Joyce A. McClane  
City of Flint  
Finance Department-Purchases and Supplies  
1101 S Saginaw St., Room 203, 2<sup>nd</sup> Floor  
Flint, MI 48502

Re. Proposal # 21000605

Dear Ms. McClane:

Attached is Waste Management's proposal that we have prepared for City of Flint.

Based on a comprehensive evaluation of City of Flint's waste streams, service requirements and budgetary parameters, the proposed program contains solutions designed to strengthen City of Flint's operations, address compliance issues and enhance the overall business environment. It is designed to deliver those specific benefits you have identified as most important to City of Flint.

Waste Management appreciates the business relationship that we have had for several years as your current provider of this service. We are hopeful that we will be selected as the successful bidder in this new bid package. A completed Certificate of Insurance will be provided to the City with an award.

Waste Management would like to discuss the benefits of this proposal and other value-added synergies between our companies. We look forward to working with your team on this project and establishing a business relationship structured to meet your long-term goals.

We would like to discuss the details of our recommended service plan, obtain your feedback and discuss implementation procedures. In the meantime, please call me at 248 640 8338 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin Beste'.

Kevin Beste  
Industrial Account Manager  
Waste Management  
248 640 8338

**BID SUBMITTAL FORM**

**EXHIBIT A**

**Biosolids (Landfill) Disposal Contract**

**BID FORM**

<b>BIDDER Name and Address</b>		Waste Management of Michigan - People's Landfill 4143 Rathbun Rd Birch Run, MI 48415		
<b>Landfill (Sludge Disposal) Hours of Operation</b>		<b>YEAR 1</b> 7/1/21 to 6/30/22	<b>YEAR 2</b> 7/1/22 to 6/30/23	<b>YEAR 3</b> 7/1/23 to 6/30/24
		<b>Total cost per ton</b>	<b>Total cost per ton</b>	<b>Total cost per ton</b>
Monday thru Friday		\$ 38.50	\$ 40.40	\$ 42.43
Saturday		closed	closed	closed
Holidays		closed	closed	\$ closed
<b>TOTAL COST 13,000 Tons per fiscal year</b>		<b>\$ 500,000.00</b>	<b>\$ 525,200.00</b>	<b>\$ 551,590.00</b>

*LB*

**Biosolids Transportation Contract  
YEAR 1 BID FORM  
July 1, 2021 to June 30, 2022**

<b>BIDDER Name and Address</b>	Waste Management of Michigan - People's Landfill 4143 Rathbun Rd Birch Run, MI 48415			
<b>LANDFILL</b>	<b>Republic Citizens Grand Blanc</b>	<b>Brent Run Montrose</b>	<b>Venice Park Lennon</b>	<b>Waste Management Birch Run</b>
<b>LOCATION</b>	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run, MI 48415
<b>DISTANCE, Miles Travel Time</b>	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
<b>Cost per ton, per mile General rate</b>	<b>Cost per ton</b>			
\$	\$ no bid	\$ no bid	\$ no bid	\$ no bid

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## Biosolids Transportation Contract YEAR 2 BID FORM

July 1, 2022 to June 30, 2023

<b>BIDDER Name and Address</b>	Waste Management of Michigan People's Landfill 4143 Rathbun Rd Birch Run, MI 48415			
<b>LANDFILL</b>	<b>Republic Citizens Grand Blanc</b>	<b>Brent Run Montrose</b>	<b>Venice Park Lennon</b>	<b>Waste Management Birch Run</b>
<b>LOCATION</b>	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run, MI 48415
<b>DISTANCE, Miles Travel Time</b>	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
<b>Cost per ton, per mile General rate</b>	<b>Cost per ton</b>			
\$	\$ no bid	\$ no bid	\$ no bid	\$ no bid

## Biosolids Transportation Contract YEAR 3 BID FORM

July 1, 2023 to June 30, 2024

<b>BIDDER Name and Address</b>	Waste Management of Michigan - People's Landfill 4143 Rathbun Rd Birch Run, MI 48415			
<b>LANDFILL</b>	<b>Republic Citizens Grand Blanc</b>	<b>Brent Run Montrose</b>	<b>Venice Park Lennon</b>	<b>Waste Management Birch Run</b>
<b>LOCATION</b>	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run, MI 48415
<b>DISTANCE, Miles Travel Time</b>	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
<b>Cost per ton, per mile General rate</b>	<b>Cost per ton</b>			
\$	\$ no bid	\$ no bid	\$ no bid	\$ no bid

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: net 30 Fed. ID#: 28-1214786

Firm Name: Waste Management of Michigan, Inc.

Address: 4143 East Rathbun Rd

City/State/Zip Birch Run, MI 48415

Phone: 2486408338 Fax: n/a Email: kbeste@wm.com

Signed: \_\_\_\_\_ Date: March 23, 2021



FOR CORPORATION

STATE OF Michigan

S.S.

COUNTY OF Genesee

Kevin Beste being duly sworn, deposes and says that she/he/they  
is an Industrial Acct Mgr of Waste Management of Michigan, Inc.

(Official Title)

(Name of Corporation)

a corporation duly organized and doing business under the laws of the State of Michigan  
the corporation making the within and foregoing bid; that they 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 they have not and said bidder has not directly  
or indirectly induced or solicited any other person or corporation to refrain from bidding; that they have not and  
said bidder has not in any manner sought by collusion to secure to themselves or to said corporation an advantage  
over other bidders.

Subscribed and sworn to before me at Flint, Michigan, in said County and State,

this 24th day of March, A.D. 20 21,

Bethany Yerk

\*Notary Public, Genesee County, Michigan

My Commission expires March 8, 2023

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.

BETHANY YERK  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF LAPEER  
My Commission Expires March 8, 2023  
Acting in the County of Genesee

**CITY OF FLINT, MICHIGAN AFFIDAVIT**

**AFFIDAVIT FOR INDIVIDUAL**

STATE OF Michigan

S.S.

COUNTY OF Genesee

Kevin Beste being duly sworn, deposes and says that they are 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 they have not directly or indirectly induced or solicited any bidder to put in a sham bid; that they have not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that they have not in any manner sought by collusion to secure themselves any advantage over other bidders.

Subscribed and sworn to before me at Flint, Michigan, in said County and State,

this 24th day of March, A.D. 20 21

Bethany Yerk

\*Notary Public, Genesee County, Michigan

My Commission expires March 8, 2023

*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.*

**BETHANY YERK**  
**NOTARY PUBLIC - STATE OF MICHIGAN**  
**COUNTY OF LAPEER**  
My Commission Expires March 8, 2023  
Acting in the County of Genesee

**EXHIBIT D**

*Sewage Sludge Cake Disposal and Transport Services*

**NON-BIDDER'S RESPONSE**

**VENDORS NAME:** \_\_\_\_\_

For the purpose of facilitating your firm's response to our invitation to bid, the City of Flint is interested in ascertaining reasons for prospective bidder's failure to respond to "Invitations to Bid". If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and return this form to the above address.

We are *not* responding to this "Invitation to Bid" for the following reason(s):

\_\_\_\_\_ Items or materials requested not manufactured by us or not available to our company.

\_\_\_\_\_ Our items and/or materials do not meet specifications.

\_\_\_\_\_ Specifications not clearly understood or applicable (too vague, too rigid, etc.).

\_\_\_\_\_ Quantities too Small.

\_\_\_\_\_ Insufficient time allowed for preparation of bid.

\_\_\_\_\_ Incorrect address used. Our correct mailing address is: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Our branch / division handles this type of bid. We have forwarded this bid on to them but for the future the correct name and mailing address is: \_\_\_\_\_

\_\_\_\_\_ **OTHER:** \_\_\_\_\_

\_\_\_\_\_

**Thank you for your participation in this bid.**

## **EXHIBIT C**

### *Sewage Sludge Cake Disposal and Transport Services*

## **CERTIFICATE OF INSURANCE**

### **INSURANCE REQUIREMENTS**

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 Contractor shall purchase and maintain, at its sole expense and as long as it is providing services to the City, the following insurance coverage:

**Commercial General Liability - Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.**

#### **Minimum Limits:**

- \$1,000,000 per occurrence/\$2,000,000 general aggregate
- \$2,000,000 aggregate for products and completed operations
- \$1,000,000 personal and advertising injury

**Automobile - Michigan "no-fault" coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.**

#### **Minimum Limits:**

- No-fault coverages - statutory
- \$500,000 per person/\$1,000,000 per accident - bodily injury
- \$500,000 per occurrence - property damage
- A combined single limit of \$1,000,000 per occurrence

**Workers' Compensation and Employer's Liability- Statutory coverage or proof acceptable to the City of approval as a self-insurer by the State of Michigan.**

## **EXHIBIT C**

### *Sewage Sludge Cake Disposal and Transport Services*

#### **CERTIFICATE OF INSURANCE (continues)**

##### **Minimum Limits:**

- **Workers' Compensation - statutory**
- **Employer's Liability - \$100,000 each accident/\$100,000 disease - each employee**
- **\$500,000 disease - policy limit**

**Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Contractor or any of its subcontractors. Coverage shall be effective upon the date of the Agreement and shall remain effective for a period of three (3) years after the date of final payment thereunder. Such coverage shall be endorsed to include any subcontractors hired by the City.**

##### **Minimum Limits:**

- **\$1,000,000 per occurrence, \$1,000,000 annual aggregate**

**Insurance coverage shall cover all claims against the City of Flint, its officials and employees, arising out of the work performed by the Contractor or any subcontractors under the Agreement. Should any work be subcontracted, it shall be the responsibility of the Contractor to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Contractor shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.**

**Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to the City. All insurance companies must maintain a rating of B+, VIII or better from AM. Best Company. Certificates of insurance with a thirty-(30) day cancellation clause shall be filed with and approved by the City at least five (5) days in advance of commencing work under the Agreement. Cancellation, material restriction, non-renewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the City.**

**The City reserves the right to request a complete certified copy of the policies for the above coverage's.**

**Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with the Agreement or any amendments thereto.**

**Depending on the subject matter of the transaction, the City may require other insurance coverage in addition to the coverage's contained herein.**

**THE BID NUMBER IS TO APPEAR ON ALL INSURANCE CERTIFICATES**

**EXHIBIT B**

*Sewage Sludge Cake Disposal and Transport Services*

**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: City of Mount Clemens  
Contact Person: Jason Pich Title: Plant Superintendant  
Address: 1750 Clara St  
City: Mt Clemens State: MI Zip: \_\_\_\_\_  
Telephone: 586 707 2979 Fax: \_\_\_\_\_  
Email: jpich@cityofmountclemens.com  
Type of Project: Bio Solids solidification and hauling

Project Timeline (Dates): 3 years Budget: \$100,000

**Reference #2:**

Company/Municipality: City of Wyandotte  
Contact Person: Jason Tapp Title: Plant Manager  
Address: 797 Central  
City: Wyandotte State: MI Zip: 48192  
Telephone: 313-590-3509 Fax: \_\_\_\_\_  
Email: jason.tapp@veolia.com  
Type of Project: sludge hauling

Project Timeline (Dates): 5 years Budget: 1,000,000.00

**EXHIBIT B**

*Sewage Sludge Cake Disposal and Transport Services*

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

**Reference #3:**

Company/Municipality: Bio Tech Agrnomics

Contact Person: Don Popma Title: General Manager

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

City: Beulah State: MI Zip: 49617

Telephone: 616 835 0100 Fax: \_\_\_\_\_

Email: dpopma@biotechag.com

Type of Project: bio solids management

Project Timeline (Dates): 5 years Budget: 2,000,000.00



December 15, 2020

Terry Nichols  
Peoples Landfill, Inc.  
4143 E. Rathbun Road  
Birch Run, MI 48415

RE: Quarterly Inspection  
Peoples Garbage Disposal  
Facility #437908  
4143 E. Rathbun Road  
Taymouth Township  
Saginaw County, Michigan

Dear Mr. Nichols:

On December 11, 2020, this writer representing the Saginaw County Health Department conducted a quarterly inspection at the above captioned location. The purpose of the inspection was to evaluate compliance of the facility with the requirements of Part 115 of the Natural Resources and Environmental Protection Act P.A. 451 of 1994, as amended, and the rules promulgated pursuant to Part 115

At the time of the inspection, no operational violations were noted. Enclosed is a copy of the inspection report for your records.

Should you have any questions, please feel free to contact this office at (989) 758-3685.

Sincerely,

For Christina A. Harrington, M.P.H.  
Health Office

Jerry Maxson, R.E.H.S.  
Environmental Health Specialist I

JWM:afh

Enclosure

c: Lori Babcock, EGLE - MMD  
Saginaw County Planning Department  
Taymouth Township Supervisor

**Michigan Department of Environmental Quality  
Waste Management and Radiological Protection Division  
Part 115 - Landfill Evaluation Report**

<b>Name of Facility</b> People's Landfill, Inc.		<b>Facility Number</b> 437908		<b>License # and Expiration Date</b> 9480 7/28/2021																			
<b>Facility Address</b> 4143 E. Rathbun Rd.		<b>Facility Contact : Name -- Phone Number</b> Mr. Terry Nichols (989) 777-1145																					
<b>LEGEND: (C) = Compliance (V) = Violation (NE) = Not Evaluated (*) = See Note (-) = Does not Apply</b>																							
<i>General Operations</i>			<i>Leachate / Stormwater Mangement</i>																				
C	A.	Miscellaneous Operational Issues	C	J.	Surface Water Discharge																		
C	B.	Blowing Debris, Dust, Odor & Vector Control	C	K.	Protection of Surface Waters																		
C	C.	Gas Monitoring & Migration	C	L.	Leachate Control / Mangement																		
No	D.	Are there any exceedances of the LEL?	C	M.	Leachate Volume / Head Records																		
<i>Prohibited Waste Restrictions</i>			-	N.	Secondary Volume / ARF / RFR Records																		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>C</td> <td>E.</td> <td>Hazardous Waste / Liquids / Yard Waste / Other Materials Prohibited for Disposal</td> </tr> <tr> <td>C</td> <td>F.</td> <td>Random / Suspicious Load Records</td> </tr> <tr> <td>NE</td> <td>G.</td> <td>Load Inspection During Evaluation</td> </tr> <tr> <td colspan="3" style="text-align: center;"><i>Permit and License Compliance</i></td> </tr> <tr> <td>C</td> <td>H.</td> <td>Operations Conform to Permit, License, Order Conditions &amp; Construction Certifications</td> </tr> <tr> <td>C</td> <td>I.</td> <td>Operations Conform to Approved Hydrogeo, Monitoring, Engineering and Operational Plans</td> </tr> </table>			C	E.	Hazardous Waste / Liquids / Yard Waste / Other Materials Prohibited for Disposal	C	F.	Random / Suspicious Load Records	NE	G.	Load Inspection During Evaluation	<i>Permit and License Compliance</i>			C	H.	Operations Conform to Permit, License, Order Conditions & Construction Certifications	C	I.	Operations Conform to Approved Hydrogeo, Monitoring, Engineering and Operational Plans	<i>Daily / Interim / Final Cover</i>		
			C	E.	Hazardous Waste / Liquids / Yard Waste / Other Materials Prohibited for Disposal																		
C	F.	Random / Suspicious Load Records																					
NE	G.	Load Inspection During Evaluation																					
<i>Permit and License Compliance</i>																							
C	H.	Operations Conform to Permit, License, Order Conditions & Construction Certifications																					
C	I.	Operations Conform to Approved Hydrogeo, Monitoring, Engineering and Operational Plans																					
			C	O.	Adequacy of Daily Cover																		
			No	P.	Are Alternate Daily Cover Materials Used?																		
				Q.	Is the Use in Compliance with Approved Plan?																		
# of Loads Inspected      yds. Volume of Loads			C	R.	Period and Adequacy of Interim Cover																		
			Yes	S.	Are all lifts exposed for 90 days covered with interim cover?																		
			C	T.	Completion of Area / Final Cover																		
<b>REMARKS:</b>																							
<b>Person Interviewed</b> Terry Nichols		<b>Date of Inspection</b> 12/11/2020		<b>Time of Inspection</b> 2:50 p.m.																			
<b>Inspected By</b> Jerry Maxson		<b>Representing</b> EGLE - MMD																					

**DEFINITIONS**



PROPOSAL# 21000605

RESOLUTION NO.: 210264  
PRESENTED: JUN - 6 2021  
ADOPTED: \_\_\_\_\_

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO DHT TRANSPORTATION FOR SEWAGE SLUDGE TRANSPORT SERVICES**

WHEREAS, Water Pollution Control (WPC) generates approximately 13,000 wet tons of biosolids cake and grit ("residuals") from its wastewater treatment process annually. Residuals must be transported off plant site to a landfill or other disposal site every weekday. The services are to be provided with fixed rates, for a period of three fiscal years. The contracts will be in effect for FY2022, FY2023, and FY2024. Three bids were reviewed and a split award is recommended.

WPC recommends the lowest qualified bidder, DHT Transportation be awarded the bid for transportation services in the amount of \$250,000 for each of the next three fiscal years FY2022, FY2023, and FY2024, totaling \$750,000.

Account Number	Account Name	Amount
590-550.100-801.500	Sludge Disposal Services	\$250,000.00
	<b>FY2022 GRAND TOTAL</b>	<b>\$250,000.00</b>

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to enter into a contract with DHT Transportation to provide sludge disposal transportation services for FY2022, pending budget adoption, for the amount of \$250,000.00.

APPROVED AS TO FORM:

Angela Wheeler  
Angela Wheeler (May 24, 2021 09:16 EDT)  
**Angela Wheeler, Chief Legal Officer**

APPROVED AS TO FINANCE:

Shelbi Frayer  
Shelbi Frayer (May 24, 2021 10:28 EDT)  
**Shelbi Frayer, Chief Financial Officer**

FOR THE CITY OF FLINT:

Clyde D. Edwards  
Clyde D. Edwards (May 24, 2021 14:42 EDT)  
**Clyde Edwards, City Administrator**

APPROVED BY CITY COUNCIL:

\_\_\_\_\_  
**Kate Fields, City Council President**

APPROVED AS TO PURCHASING:

Jennifer Ryan  
Jennifer Ryan (May 21, 2021 15:21 EDT)  
**Jenn Ryan, Deputy Finance Director**



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 03/12/2021

BID/PROPOSAL#: Proposal 21000605

AGENDA ITEM TITLE: Sewage Sludge Cake Disposal and Transport Services

PREPARED BY: Krystal Wallace
Water Pollution Control

VENDOR NAME: Republic Services for Cake Disposal
DHT Transportation for Transport Services

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Water Pollution Control (WPC) generates approximately 13,000 wet tons of biosolids cake and grit ("residuals") from its wastewater treatment process annually. Residuals must be transported off plant site to a landfill or other disposal site every weekday. The services are to be provided with fixed rates, for a period of three fiscal years. The Contracts will be in effect for FY2022, FY2023, and FY2024. Three Bids were reviewed and a split award is recommended.
WPC recommends the lowest qualified bidder; DHT Transportation be awarded the bid for transportation services in the amount of \$250,000.00 for each of the next three fiscal years, FY 2022, 2023, & 2024, a three-(3) year total of \$750,000.00.
WPC also recommends the lowest qualified bidder; Republic Services be awarded the three year bid for Disposal Services (Landfill) services in the amount of \$247,000.00 (FY 2022), \$260,000.00 (FY2023), and \$273,000.00 (FY 2024), a three-(3) year total of \$780,000.00.
Amounts are pending approval and adoption of each respective fiscal year.

FINANCIAL IMPLICATIONS: None

BUDGETED EXPENDITURE? YES [X] NO [ ] IF NO, PLEASE EXPLAIN:

Table with 5 columns: Dept., Name of Account, Account Number, Grant Code, Amount. Rows include DPW-WPC Sludge Disposal Services with amounts \$250,000.00 and \$247,000.00, and a total row for FY2022 GRAND TOTAL at \$497,000.00.



**CITY OF FLINT**

**PRE-ENCUMBERED?** YES  NO  **REQUISITION NO:** 210004067 and 210004503

**ACCOUNTING APPROVAL:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**WILL YOUR DEPARTMENT NEED A CONTRACT?** YES  NO   
*(If yes, please indicate how many years for the contract)* YEARS

**WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal)**

	Transport	Disposal
<b>BUDGET YEAR 1</b>	\$250,000.00	& \$247,000.00
<b>BUDGET YEAR 2</b>	\$250,000.00	& \$260,000.00
<b>BUDGET YEAR 3</b>	\$250,000.00	& \$273,000.00

**OTHER IMPLICATIONS (i.e., collective bargaining):** None.

**STAFF RECOMMENDATION: (PLEASE SELECT):**  **APPROVED**  **NOT APPROVED**

**DEPARTMENT HEAD SIGNATURE:** \_\_\_\_\_  
*Jeanette H. Best*  
*(Jeanette Best, WPC Manager)*

DHT Transport Services			
Landfill (Sludge Disposal)	YEAR 1 7/1/21 to 6/30/22	YEAR 2 7/1/22 to 6/30/23	YEAR 3 7/1/23 to 6/30/24
Hours of Operation	Total cost per ton	Total cost per ton	Total cost per ton
Monday thru Friday	\$	\$	\$
Saturday	\$	\$	\$
Holidays	\$	\$	\$
TOTAL COST	No Bid	No Bid	No Bid
13,080 Tons per fiscal year			

Republic Services			
Landfill (Sludge Disposal)	YEAR 1 7/1/21 to 6/30/22	YEAR 2 7/1/22 to 6/30/23	YEAR 3 7/1/23 to 6/30/24
Hours of Operation	Total cost per ton	Total cost per ton	Total cost per ton
Monday thru Friday	\$ 19.00	\$ 20.00	\$ 21.00
Saturday	\$ 19.00	\$ 20.00	\$ 21.00
Holidays	\$ 30.00	\$ 32.00	\$ 33.00
TOTAL COST	\$ 247,000.00	\$ 259,000.00	\$ 273,900.00
13,000 Tons per fiscal year			

Waste Management			
Landfill (Sludge Disposal)	YEAR 1 7/1/21 to 6/30/22	YEAR 2 7/1/22 to 6/30/23	YEAR 3 7/1/23 to 6/30/24
Hours of Operation	Total cost per ton	Total cost per ton	Total cost per ton
Monday thru Friday	\$ 38.50	\$ 40.40	\$ 42.43
Saturday	Closed	Closed	Closed
Holidays	Closed	Closed	Closed
TOTAL COST	\$ 500,500.00	\$ 525,280.00	\$ 551,990.00
13,000 Tons per fiscal year			

Transport to Landfill	Republic Citizens Grand Blanc	Brent Run Montrose	Venice Park Leeson	Waste Management Birch Run
LOCATION	2361 W Grand Blanc RD Grand Blanc MI 48438	8335 Vienna RD Montrose MI 48457	6838 E Leeson RD Leeson MI 48449	4143 East Reishun RD Birch Run MI 48415
DISTANCE, Miles	10.2	15	13.8	21.3
Travel Time	12 minutes	17 minutes	19 minutes	20 minutes
Cost per ton, per mile				
FISCAL Year				
General rate	\$ 455.00	\$ 455.00	\$ 455.00	\$ 500.00
FY 22	N/A	\$ 466.38	\$ 466.38	\$ 512.50
FY 23	N/A	\$ 478.04	\$ 478.04	\$ 525.31
FY 24	N/A	\$ 478.04	\$ 478.04	\$ 525.31

Transport to Landfill	Republic Citizens Grand Blanc	Brent Run Montrose	Venice Park Leeson	Waste Management Birch Run
LOCATION	2361 W Grand Blanc RD Grand Blanc MI 48438	8335 Vienna RD Montrose MI 48457	6838 E Leeson RD Leeson MI 48449	4143 East Reishun RD Birch Run MI 48415
DISTANCE, Miles	10.2	15	13.8	21.3
Travel Time	12 minutes	17 minutes	19 minutes	20 minutes
Cost per ton, per mile				
FISCAL Year				
General rate	\$ 475.00	No Bid	No Bid	No Bid
FY 22	N/A	\$ 490.00	No Bid	No Bid
FY 23	N/A	\$ 500.00	No Bid	No Bid
FY 24	N/A	\$ 500.00	No Bid	No Bid

Transport to Landfill	Republic Citizens Grand Blanc	Brent Run Montrose	Venice Park Leeson	Waste Management Birch Run
LOCATION	2361 W Grand Blanc RD Grand Blanc MI 48438	8335 Vienna RD Montrose MI 48457	6838 E Leeson RD Leeson MI 48449	4143 East Reishun RD Birch Run MI 48415
DISTANCE, Miles	10.2	15	13.8	21.3
Travel Time	12 minutes	17 minutes	19 minutes	20 minutes
Cost per ton, per mile				
FISCAL Year				
General rate	N/A	No Bid	No Bid	No Bid
FY 22	N/A	No Bid	No Bid	No Bid
FY 23	N/A	No Bid	No Bid	No Bid
FY 24	N/A	No Bid	No Bid	No Bid

Summary				
Vendor	Fiscal Year	Landfill	Sludge Transportation (Hauling)	
			Per Trailer	Yearly Cost (Low/Yearly Cost High)
DHT Transportation	FY 2022	No Bid	\$ 455.00	\$ 236,400.00
	FY 2023	No Bid	\$ 466.38	\$ 242,517.50
	FY 2024	No Bid	\$ 478.04	\$ 248,580.80
Republic Services	FY 2022	\$ 247,000.00	\$ 475.00	\$ 247,000.00
	FY 2023	\$ 260,000.00	\$ 490.00	\$ 254,800.00
	FY 2024	\$ 273,000.00	\$ 500.00	\$ 260,000.00
Waste Management	FY 2022	\$ 500,500.00	No Bid	No Bid
	FY 2023	\$ 525,280.00	No Bid	No Bid
	FY 2024	\$ 551,990.00	No Bid	No Bid



Sheldon A. Neeley

# City of Flint

## Department of Finance

### Division of Purchases & Supplies

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March 25, 2021

**TO:** Michael Brown  
Jeanette Best

**FROM:** Joyce A. McClane  
Purchasing Manager

**SUBJECT:** SEALED BIDS

Attached are three (3) bids that were received for **PROPOSAL #21000605 – SEWAGE SLUDGE CAKE DISPOSAL AND TRANSPORT SERVICES**. Enclosed are copies for your file. **Bid Due Date: 3/24/21. Enclosed is a spreadsheet.**

Your staff review and recommendation form is needed as soon as possible. **Please use the new fillable form.** This form is to be used for your staff review.

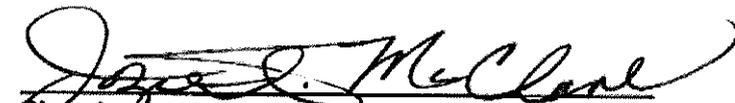
A staff review must be completed for **ALL Bids/Proposals**. Please let me know if you need a copy of the fillable form.

**Please note:** If your project is being funded by any grants issued by the federal government, you must go to:  
<https://www.dol.gov/ofccp/regs/compliance/preaward/debarlst.htm> to ensure that the selected vendor has not been debarred.

**PLEASE NOTE:**

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.

**If you have any questions, please feel free to give me a call or send an email.**

  
Signature





**SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES**  
**For Sewage Sludge Cake Disposal & Transport Services**  
**PROPOSAL# 21000605**

Approximate Annual Quantities – Not Guaranteed  
 Furnish as requested for the period 7/1/20 – 6/30/21

## Biosolids (Landfill) Disposal Contract

### BID FORM

**Bidder #1: DHT Transport**  
**2695 W. Vassar Rd., Reese, MI 48757**

Landfill (Sludge Disposal) Hours of Operation		YEAR 1 7/1/21 to 6/30/22	YEAR 2 7/1/22 to 6/30/23	YEAR 3 7/1/23 to 6/30/24
		Total cost per ton	Total cost per ton	Total cost per ton
Monday thru Friday		\$ No Bid	\$ No Bid	\$ No Bid
Saturday		\$ No Bid	\$ No Bid	\$ No Bid
Holidays		\$ No Bid	\$ No Bid	\$ No Bid
<b>TOTAL COST 13,000 Tons per fiscal year</b>		\$ No Bid	\$ No Bid	\$ No Bid

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

*Bid results posted are before evaluation team review and award recommendation.*



**Biosolids Transportation Contract  
YEAR 1 BID FORM**

**July 1, 2023 to July 31, 2023**

<b>LANDFILL</b>	<b>Republic Citizens Grand Blanc</b>	<b>Brent Run Montrose</b>	<b>Venice Park Lennon</b>	<b>Waste Management Birch Run</b>
<b>LOCATION</b>	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run, MI 48415
<b>DISTANCE, Miles Travel Time</b>	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
<b>Cost per ton, per mile General rate</b>	<b>Cost per ton Trailer</b>			
\$ N/A	\$ 455.00	\$ 455.00	\$ 455.00	\$ 500.00

**Biosolids Transportation Contract  
YEAR 2 BID FORM**

**July 1, 2023 to July 31, 2023**

<b>LANDFILL</b>	<b>Republic Citizens Grand Blanc</b>	<b>Brent Run Montrose</b>	<b>Venice Park Lennon</b>	<b>Waste Management Birch Run</b>
<b>LOCATION</b>	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run, MI 48415
<b>DISTANCE, Miles Travel Time</b>	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
<b>Cost per ton, per mile General rate</b>	<b>Cost per ton Trailer</b>			
\$ N/A	\$ 466.38	\$ 466.38	\$ 466.38	\$ 512.50

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

*Bid results posted are before evaluation team review and award recommendation.*



## Biosolids Transportation Contract YEAR 3 BID FORM

**July 1, 2023 to June 30, 2024**

LANDFILL	Republic Citizens Grand Blanc	Brent Run Montrose	Venice Park Lennon	Waste Management Birch Run
LOCATION	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run, MI 48415
DISTANCE, Miles Travel Time	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
Cost per ton, per mile General rate	<b>Cost per ton Trailer</b>			
\$ N/A	\$ 478.04	\$ 478.04	\$ 478.04	\$ 525.31

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

*Bid results posted are before evaluation team review and award recommendation.*



## Biosolids (Landfill) Disposal Contract

### BID FORM

**Bidder #2: Republic Services of Flint**  
**4101 Holiday Drive, Flint, MI 48507**

Landfill (Sludge Disposal) Hours of Operation		YEAR 1 7/1/21 to 6/30/22	YEAR 2 7/1/22 to 6/30/23	YEAR 3 7/1/23 to 6/30/24
		Total cost per ton	Total cost per ton	Total cost per ton
Monday thru Friday		\$ 19.00 per ton	\$ 20.00 per ton	\$ 21.00 per ton
Saturday		\$ 19.00 per ton	\$ 20.00 per ton	\$ 21.00 per ton
Holidays		\$ 30.00 per ton	\$ 32.00 per ton	\$ 33.00 per ton
<b>TOTAL COST</b> 13,000 Tons per fiscal year		\$ 247,000.00	\$ 260,000.00	\$ 273,000.00

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

*Bid results posted are before evaluation team review and award recommendation.*



**Biosolids Transportation Contract  
YEAR 1 BID FORM**

**July 1, 2022 to June 30, 2024**

<b>LANDFILL</b>	<b>Republic Citizens Grand Blanc</b>	<b>Brent Run Montrose</b>	<b>Venice Park Lennon</b>	<b>Waste Management Birch Run</b>
<b>LOCATION</b>	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run, MI 48415
<b>DISTANCE, Miles Travel Time</b>	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
<b>Cost per ton, per mile General rate</b>	<b>Cost per ton Trailer</b>			
\$	\$475.00 per trailer load	\$	\$	\$

**Biosolids Transportation Contract  
YEAR 2 BID FORM**

**July 1, 2022 to June 30, 2024**

<b>LANDFILL</b>	<b>Republic Citizens Grand Blanc</b>	<b>Brent Run Montrose</b>	<b>Venice Park Lennon</b>	<b>Waste Management Birch Run</b>
<b>LOCATION</b>	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run, MI 48415
<b>DISTANCE, Miles Travel Time</b>	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
<b>Cost per ton, per mile General rate</b>	<b>Cost per ton Trailer</b>			
\$	\$490.00 per trailer load	\$	\$	\$

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

*Bid results posted are before evaluation team review and award recommendation.*



**Biosolids Transportation Contract  
YEAR 3 BID FORM**

**July 1, 2023 to June 30, 2024**

<b>LANDFILL</b>	<b>Republic Citizens Grand Blanc</b>	<b>Brent Run Montrose</b>	<b>Venice Park Lennon</b>	<b>Waste Management Birch Run</b>
<b>LOCATION</b>	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run, MI 48415
<b>DISTANCE, Miles Travel Time</b>	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
<b>Cost per ton, per mile General rate</b>	<b>Cost per ton Trailer</b>			
\$	\$500.00 per trailer load	\$	\$	\$

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

*Bid results posted are before evaluation team review and award recommendation.*



## Biosolids (Landfill) Disposal Contract

### BID FORM

**Bidder #3: Waste Management of Michigan, Inc.**  
**4143 East Rathbun Rd., Birch Run, MI 48415**

Landfill (Sludge Disposal) Hours of Operation		YEAR 1 7/1/21 to 6/30/22	YEAR 2 7/1/22 to 6/30/23	YEAR 3 7/1/23 to 6/30/24
		Total cost per ton	Total cost per ton	Total cost per ton
Monday thru Friday		\$ 38.50	\$ 40.40	\$ 42.43
Saturday		Closed	Closed	Closed
Holidays		Closed	Closed	Closed
<b>TOTAL COST 13,000 Tons per fiscal year</b>		<b>\$ 500,000.00</b>	<b>\$ 525,200.00</b>	<b>\$ 551,590.00</b>

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

*Bid results posted are before evaluation team review and award recommendation.*



**Biosolids Transportation Contract  
YEAR 1 BID FORM**

**July 1, 2022 to June 30, 2023**

LANDFILL	Republic Citizens Grand Blanc	Brent Run Montrose	Venice Park Lennon	Waste Management Birch Run
LOCATION	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run, MI 48415
DISTANCE, Miles Travel Time	10.2 12 minutes	15.0 17 minutes	13.8 19 minutes	21.3 29 minutes
Cost per ton, per mile General rate	Cost per ton			
\$	\$ No Bid	\$ No Bid	\$ No Bid	\$ No Bid

**Biosolids Transportation Contract  
YEAR 2 BID FORM**

**July 1, 2023 to June 30, 2024**

LANDFILL	Republic Citizens Grand Blanc	Brent Run Montrose	Venice Park Lennon	Waste Management Birch Run
LOCATION	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run, MI 48415
DISTANCE, Miles Travel Time	10.2 12 minutes	15.0 17 minutes	13.8 19 minutes	21.3 29 minutes
Cost per ton, per mile General rate	Cost per ton			
\$	\$ No Bid	\$ No Bid	\$ No Bid	\$ No Bid

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

*Bid results posted are before evaluation team review and award recommendation.*



**Biosolids Transportation Contract  
YEAR 3 BID FORM**

**July 1, 2023 to June 30, 2024**

<b>LANDFILL</b>	<b>Republic Citizens Grand Blanc</b>	<b>Brent Run Montrose</b>	<b>Venice Park Lennon</b>	<b>Waste Management Birch Run</b>
<b>LOCATION</b>	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run, MI 48415
<b>DISTANCE, Miles Travel Time</b>	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
<b>Cost per ton, per mile General rate</b>	<b>Cost per ton</b>			
\$	\$ No Bid	\$ No Bid	\$ No Bid	\$ No Bid

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

*Bid results posted are before evaluation team review and award recommendation.*

**CITY OF FLINT PROPOSAL NO. 21000605**

**Sewage Sludge Cake Disposal and Transport Services**

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

**Purchasing Checklist:**

- Cover Sheet
- Exhibit A – Bid Form Submittal
- Exhibit B – List of References
- Exhibit C – Certificate of Insurance
- Exhibit D - Non-Bidder's Response
- City of Flint, Michigan Affidavit

**BID SUBMITTAL FORM**

**EXHIBIT A**

**Biosolids (Landfill) Disposal Contract**

**BID FORM**

<b>BIDDER Name and Address</b>		DHT Transport 2695 W. Vassar Rd Reese, MI 48757		
<b>Landfill (Sludge Disposal) Hours of Operation</b>		<b>YEAR 1</b> 7/1/21 to 6/30/22	<b>YEAR 2</b> 7/1/22 to 6/30/23	<b>YEAR 3</b> 7/1/23 to 6/30/24
		<b>Total cost per ton</b>	<b>Total cost per ton</b>	<b>Total cost per ton</b>
Monday thru Friday		\$ No Bid	\$ No Bid	\$ No Bid
Saturday		\$ No Bid	\$ No Bid	\$ No Bid
Holidays		\$ No Bid	\$ No Bid	\$ No Bid
<b>TOTAL COST 13,000 Tons per fiscal year</b>		\$ No Bid	\$ No Bid	\$ No Bid

**Biosolids Transportation Contract  
YEAR 1 BID FORM**

**July 1, 2021 to June 30, 2022**

<b>BIDDER Name and Address</b>	DHT Transport 2695 W. Vassar Rd Reese, MI 48757			
<b>LANDFILL</b>	<b>Republic Citizens Grand Blanc</b>	<b>Brent Run Montrose</b>	<b>Venice Park Lennon</b>	<b>Waste Management Birch Run</b>
<b>LOCATION</b>	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run, MI 48415
<b>DISTANCE, Miles Travel Time</b>	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
<b>Cost per ton, per mile General rate</b>	<p align="center"><b>Cost per ton Trailer</b></p>			
\$ N/A	\$ 455.00	\$ 455.00	\$ 455.00	\$ 500.00

**Biosolids Transportation Contract  
YEAR 2 BID FORM**

July 1, 2022 to June 30, 2023

<b>BIDDER Name and Address</b>	DHT Transport 2695 W. Vassar Rd Reese, MI 48757			
<b>LANDFILL</b>	<b>Republic Citizens Grand Blanc</b>	<b>Brent Run Montrose</b>	<b>Venice Park Lennon</b>	<b>Waste Management Birch Run</b>
<b>LOCATION</b>	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run MI 48415
<b>DISTANCE, Miles Travel Time</b>	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
<b>Cost per ton, per mile General rate</b>	<b>Cost per ton Trailer</b>			
\$ N/A	\$ 466.38	\$ 466.38	\$ 466.38	\$ 512.50

## Biosolids Transportation Contract YEAR 3 BID FORM

July 1, 2023 to June 30, 2024

<b>BIDDER Name and Address</b>	DHT Transport 2695 W. Vassar Rd. Reese, MI 48757			
<b>LANDFILL</b>	<b>Republic Citizens Grand Blanc</b>	<b>Brent Run Montrose</b>	<b>Venice Park Lennon</b>	<b>Waste Management Birch Run</b>
<b>LOCATION</b>	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run, MI 48415
<b>DISTANCE, Miles Travel Time</b>	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
<b>Cost per ton, per mile General rate</b>	<b>Cost per ton Trailer</b>			
\$ N/A	\$ 478.04	\$ 478.04	\$ 478.04	\$ 525.31

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.

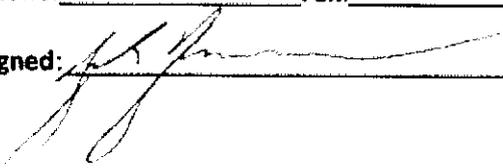
Terms: Net30 Fed. ID#: 47-4311495

Firm Name: DHT Transport

Address: 2695 W. Vassar Rd.

City/State/Zip Reese, MI 48757

Phone: 989-759-2010 Fax: 989-759-2019 Email: jzimmerman@dht-inc.com

Signed:  Date: 3/23/21



3/24/2021

City of Flint

Finance Department-Division of Purchases and Supplies

1101 S Saginaw St M203

Flint, MI 48502

RFP Title: Sewage Sludge Cake Disposal and Transport Services

RFP Num: 21000605

Deadline: 3/24/2021

Proposer: DHT Transport

To Whom it may Concern:

Scope of Work Changes have been made to the original proposal set forth by the City of Flint. DHT Transport requests the bid scope be changed from "per ton" to "per trailer". In this case "per trailer" refers to each unit being counted separately for purposes of billing. DHT Transport will continue to provide equipment capable of hauling the proposed 25 ton. Due to production at the plant, tonnage per trailer may vary. DHT Transport is attempting to level our cost and simplify billing. DHT Transport returns the landfill manifest each day to the plant for verification purposes.

**EXHIBIT B**

*Sewage Sludge Cake Disposal and Transport Services*

**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: City of Flint Water Pollution Control  
Contact Person: Don Lewis Title: Operations Supervisor  
Address: 4652 Beecher Rd  
City: Flint State: MI Zip: 48532  
Telephone: 810-282-5176 Fax: 810-732-7044  
Email: dlewis@cityofflint.com  
Type of Project: Sludge cake haul to landfill locations

Project Timeline (Dates): on going Budget: N/A

**Reference #2:**

Company/Municipality: Biotech  
Contact Person: Don Popma Title: General Manager  
Address: 1651 Beulah Hwy  
City: Beulah State: MI Zip: 49617  
Telephone: 231-882-7219 Fax: \_\_\_\_\_  
Email: dpopma@biotechag.com  
Type of Project: treated solid waste hauling to agricultural fields for disposal

Project Timeline (Dates): on going Budget: N/A

**EXHIBIT B**

*Sewage Sludge Cake Disposal and Transport Services*

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

**Reference #3:**

Company/Municipality: Waste Management

Contact Person: Kevin Beste Title: Account Manager

Address: 48797 Alpha Dr, STE 150

City: Wixom State: MI Zip: 48393

Telephone: 248-640-8338

Fax: \_\_\_\_\_

Email: kbeste@wm.com

Type of Project: Sludge hauling and diverse environmental hauling projects

Project Timeline (Dates): on-going Budget: N/A

Client#: 60051

HAUBR

ACORD™

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

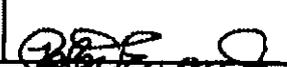
<b>PRODUCER</b> Saginaw Bay Underwriters 1258 S. Washington P.O. Box 1928 Saginaw, MI 48605	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 989 752-8600      FAX (A/C, No): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Auto Owners Insurance Co.</td> <td>18988</td> </tr> <tr> <td>INSURER B : Arch Specialty Insurance Co.</td> <td>21199</td> </tr> <tr> <td>INSURER C : Federal Insurance Co.</td> <td>002084</td> </tr> <tr> <td>INSURER D : Hartford Fire Insurance Co.</td> <td>19682</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Auto Owners Insurance Co.	18988	INSURER B : Arch Specialty Insurance Co.	21199	INSURER C : Federal Insurance Co.	002084	INSURER D : Hartford Fire Insurance Co.	19682	INSURER E :		INSURER F :
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<b>INSURED</b> Hausbeck Brothers, Inc. DBA D.H.T. Logistics P.O. Box 375 Reass, MI 48757-0375															

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

RISK LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		1405217921	03/01/2021	03/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> Drive Other Car		83UENOH7010	03/01/2021	03/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB      CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000		4300942502	03/01/2021	03/01/2022	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000 \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/ MEMBER EXCLUDED? (Mandatory in MI) if yes, describe under DESCRIPTION OF OPERATIONS below Y/N N N/A		83WEOH7009	03/01/2021	03/01/2022	<input checked="" type="checkbox"/> W/C STATU-TORY LIMITS      OTH-ER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000
C	Motor Truck Cargo Reefer Coverage		06659684	03/01/2021	03/01/2022	\$400,000 Limit \$15,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Excess Umbrella (Auto Owners) #4300942502 goes over the General Liability.  
 -Letter B: Excess Umbrella (Arch Specialty Insurance Co.) #UXP1027939-01 - Limits of \$3,000,000  
 (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b> City of Flint 1101 S Saginaw St Flint, MI 48501	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

## DESCRIPTIONS (Continued from Page 1)

each occurrence and \$3,000,000 aggregate - Policy Term 03/01/2021-03/01/2022 goes over the Automobile Policy, Workers Compensation and the Umbrella Policy (Auto Owners)

-Pollution Liability broad coverage for covered autos is included in the Automobile Policy form #CA9948.

-Form MCS-90 is included. Waiver of Subrogation does apply.

**\*\* Supplemental Name \*\***

Hausbeck Brothers, Inc. DBA D.H.T. Logistics

David Hausbeck

D.H.T. Specialized, LLC

D.H.T. Transport, LLC

D.H.T. Express, LLC

D.H.T. Agricultural Transport, LLC

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 are included as additional insureds with respects to the general liability on a primary and non contributory basis and the auto liability. 30 Day notice of cancellation (10 Day Notice for nonpayment of premium) applies. (6/17)

**EXHIBIT D**

*Sewage Sludge Cake Disposal and Transport Services*

**NON-BIDDER'S RESPONSE**

**VENDORS NAME:** \_\_\_\_\_

For the purpose of facilitating your firm's response to our invitation to bid, the City of Flint is interested in ascertaining reasons for prospective bidder's failure to respond to "Invitations to Bid". If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and return this form to the above address.

We are *not* responding to this "Invitation to Bid" for the following reason(s):

\_\_\_\_\_ Items or materials requested not manufactured by us or not available to our company.

\_\_\_\_\_ Our items and/or materials do not meet specifications.

\_\_\_\_\_ Specifications not clearly understood or applicable (too vague, too rigid, etc.).

\_\_\_\_\_ Quantities too Small.

\_\_\_\_\_ Insufficient time allowed for preparation of bid.

\_\_\_\_\_ Incorrect address used. Our correct mailing address is: \_\_\_\_\_

\_\_\_\_\_ Our branch / division handles this type of bid. We have forwarded this bid on to them but for the future the correct name and mailing address is: \_\_\_\_\_

\_\_\_\_\_ **OTHER:** \_\_\_\_\_

**Thank you for your participation in this bid.**

CITY OF FLINT, MICHIGAN AFFIDAVIT

AFFIDAVIT FOR INDIVIDUAL

STATE OF Michigan

S.S.

COUNTY OF Saginaw

[Signature]

being duly sworn, deposes and says that they are 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 they have not directly or indirectly induced or solicited any bidder to put in a sham bid; that they have not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that they have not in any manner sought by collusion to secure themselves any advantage over other bidders.

Subscribed and sworn to before me at D.H.T. Transport, in said County and State,

this 24 day of March, A.D. 2021,

[Signature]

\*Notary Public, Tuscola County, Michigan

My Commission expires April 09, 2027

*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.*

FOR CORPORATION

STATE OF Michigan

S.S.

COUNTY OF Saginaw

Josh Zimmerman being duly sworn, deposes and says that she/he/they  
is General Manager of DHT Transport

(Official Title)

(Name of Corporation)

a corporation duly organized and doing business under the laws of the State of Michigan  
the corporation making the within and foregoing bid; that they 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 they have not and said bidder has not directly  
or indirectly induced or solicited any other person or corporation to refrain from bidding; that they have not and  
said bidder has not in any manner sought by collusion to secure to themselves or to said corporation an advantage  
over other bidders.

Subscribed and sworn to before me at DHT Transport, in said County and State,  
this 24 day of March, A.D. 20 21.

Christopher Rf  
\*Notary Public, Tuscola County, Mich. Gen

My Commission expires April 09, 20 27

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.

**CITY OF FLINT PROPOSAL NO.21000605**

**Sewage Sludge Cake Disposal and Transport Services**

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

**Purchasing Checklist:**

- Cover Sheet
- Exhibit A – Bid Form Submittal
- Exhibit B – List of References
- Exhibit C – Certificate of Insurance
- Exhibit D - Non-Bidder's Response
- City of Flint, Michigan Affidavit



**CITY OF FLINT  
3-YR COMPREHENSIVE REGULATORY  
COMPLIANCE ASSISTANCE**

**PROPOSAL NO. 21000533**

5913 EXECUTIVE DRIVE, SUITE 100, LANSING, MI 48911  
517.882.0383 | [INFO@FISHBECK.COM](mailto:INFO@FISHBECK.COM)

June 24, 2020

Ms. Joyce A. McClane, CPPB  
Purchasing Manager  
City of Flint  
Finance Department – Division of Purchasing and Supplies  
1101 South Saginaw Street, Room 203, 2<sup>nd</sup> Floor  
Flint, MI 48502

**Request for Proposals (RFP) No. 21000533**  
**3-Year Comprehensive Regulatory Compliance Assistance**

Dear Ms. McClane:

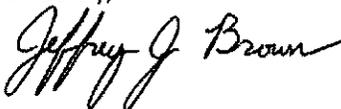
Fishbeck is pleased to present our proposal to provide as needed regulatory assistance at the City's WPCF for fiscal years 2021, 2022, and 2023.

Fishbeck is a full-service firm with a staff of over 450 highly qualified personnel with 14 offices in Michigan, Ohio, and Indiana. Having primarily served Michigan-based clients since 1956, we have a hard-earned reputation for integrity, quality, innovation, and efficiency. This reputation is best demonstrated by our numerous long-term relationships with clients, like Flint, as well as the many awards received by our staff and our client's projects. We are proud of our steadfast commitment to 100-percent employee ownership, which helps motivate our staff to produce top quality work products and seek full client satisfaction.

The Fishbeck project team, complemented by our in-house staff, has the expertise and experience to meet most of the WPCF's regulatory compliance assistance needs. For those situations where specialized services are warranted, we will work with City staff to identify and select qualified subconsultants to add to the team. This helps ensure the City's regulatory requirements are met accurately and cost-effectively. Such an enhanced team approach has been highly successful for our regulatory assistance contracts with the City over the past 18 years and, if selected for this contract, we plan to similarly proceed for the next 3 years.

We look forward to continuing our work with the WPCF staff on this critical assignment, and appreciate the opportunity to offer our proposal. If you have any questions or require additional information, please contact us.

Sincerely,

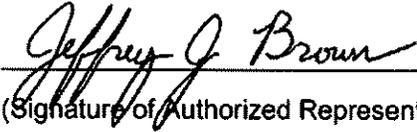


Jeffrey J. Brown, PE  
Principal | Senior Vice President

**CERTIFICATION FORM (must be completed and included with submittal)**

**Certification Form Note**

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE SUBMITTAL: The undersigned hereby certifies, on behalf of the Respondent named in this Certification (the "Respondent"), that the information provided in this RFP submittal to City of Flint is accurate and complete, and I am duly authorized to submit same. I hereby certify that the Respondent has reviewed this RFP in its entirety and accepts its terms and conditions.



(Signature of Authorized Representative)

Jeffrey J. Brown, PE

(Typed Name of Authorized Representative)

Principal | Senior Vice President

6/17/2020

(Title)

(Date)

5913 Executive Drive, Suite 100

(Address)

Lansing, MI 48911

(City, State, Zip Code)

517. 887 4016

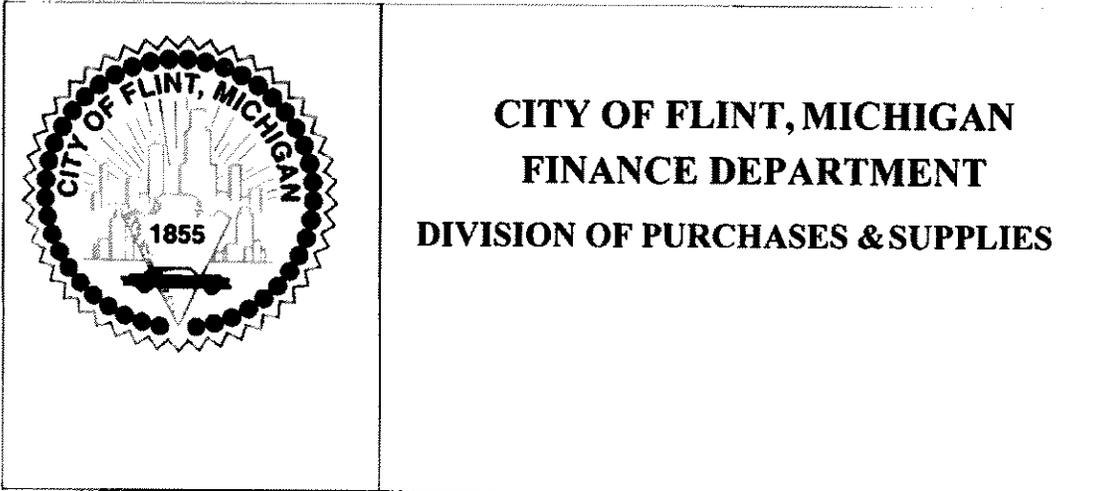
(Phone Number)

(Fax Number)

jjbrown@fishbeck.com

(Email address)

**Please submit original documents plus one copy.**



**ADDENDUM No. 1**

**PROPOSAL #** 21000533  
**ITB TITLE:** (3) YR COMPREHENSIVE REGULATORY COMPLIANCE ASSISTANCE  
**ISSUE DATE:** June 15, 2020

**To all potential bidders:**

This addendum is being issued to extend the bid due date from June 17, 2020 at 1:00 PM

TO:

Extended Bid Date: **Thursday, June 25, 2020 @ 1:00 PM.**

If your firm is interested in providing the requested services, please submit one (1) original and one (1) unbound 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 **June 25, 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.

All information contained herein is binding on all Bidders who respond to this ITB.

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

**Acknowledgement**

Name of the Firm:	
Fishbeck	
Signature/Title:	
<i>Jeffrey J. Brown</i> Principal   Sr. Vice President	
Date:	June 23, 2020

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- + PROJECT UNDERSTANDING AND APPROACH

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- + COMPREHENSIVE REGULATORY COMPLIANCE ASSISTANCE EXPERIENCE
- + FLOW MONITORING SERVICES
- + FLOW MONITORING AND MODELING EXPERIENCE
- + GRANT + FUNDING ASSISTANCE INFORMATION

## 03 — DESIGN BUDGET

- + SCHEDULE/COST OF SERVICES
- + RATE SCHEDULE

## 04 — TEAM QUALIFICATIONS

- + PROJECT TEAM DESCRIPTION
- + ORGANIZATIONAL CHART
- + RESUMES OF KEY PERSONNEL

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## 06 — REQUIRED FORMS

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- + INSURANCE CERTIFICATE
- + CITY OF FLINT AFFIDAVIT

# FISHBECK COMPANY INFORMATION



**COMPANY NAME:** Fishbeck

**WEBSITE:** [www.fishbeck.com](http://www.fishbeck.com)

## OFFICE LOCATIONS:

### MICHIGAN

Grand Rapids | 1515 Arboretum Drive, SE, Grand Rapids, MI 49546 | 616.575.3824  
 Ann Arbor | 2001 Commonwealth Boulevard, Suite 200, Ann Arbor, MI 48105 | 734.864.7700  
 Canton | 44978 Ford Road, Suite A, Canton, MI 48187 | 734.454.7566  
 Detroit | 1001 Woodward Avenue, Suite 860, Detroit, MI 48226 | 313.293.3550  
 Kalamazoo | 4775 Campus Drive, Kalamazoo, MI 49008 | 269.375.3824  
 Lansing | 5913 Executive Drive, Suite 100, Lansing, MI 48911 | 517.882.0383  
 Macomb | 45200 Card Road, Suite 128, Macomb Township, MI 48044 | 586.412.1406  
 Novi | 39500 MacKenzie Drive, Suite 100, Novi, MI 48377 | 248.324.2090  
 Traverse City | 921 West Eleventh Street, Suite 2E, Traverse City, MI 49684 | 231.463.5981



### OHIO

Cincinnati | 11353 Reed Hartman Hwy, Suite 500, Cincinnati, OH 45241 | 513.469.2370  
 Columbus | One East Campus View Boulevard, Columbus, OH 43235 | 614.363.1001  
 Dayton | 1167 Lyons Road, Building E, Dayton, OH 45458 | 937.291.9092  
 Toledo | 3220 Central Park West, Toledo, OH 43617 | 419.841.4704



### INDIANA

Indianapolis | 8520 Allison Pointe Boulevard, Suite 100, Indianapolis, IN 46250 | 317.577.9050

**TYPE OF COMPANY:** Employee owned Corporation

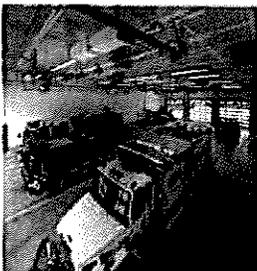
**ESTABLISHED:** 1956

**TOTAL PERSONNEL OF FIRM:** 450

## FIRM HISTORY:

Fishbeck is a professional architectural/engineering, civil engineering, environmental, and construction services consulting firm that serves governmental, educational, healthcare, commercial, industrial, and private clients. Our range of services and integrated project approach provides our clients with specifically suited, innovative designs. We are committed to delivering exceptional service, outstanding technical quality, and establishing long term client relationships.

Our projects range from small feasibility, planning, and regulatory studies to very large design and construction projects. Our architectural/engineering division has complete building design capabilities with architects and structural, mechanical, and electrical engineers. Our civil engineering division consists of experienced civil engineers, surveyors, stormwater/drainage experts, and landscape architects. The environmental division is a mix of environmental engineers, chemists, biologists, chemical engineers, air quality experts, compliance/regulatory specialists, geologists, hydrogeologists, certified safety professionals, and wetland experts. Our construction division offers construction management and design/build services.



**PHILOSOPHY:**

Fishbeck is a 100-percent employee-owned corporation that believes in the straightforward philosophy of providing outstanding service to our clients with our core values being:

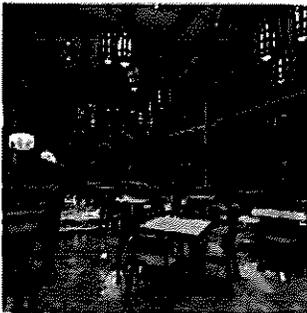
- Enthusiasm & Intensity
- Honesty & Integrity
- Innovation & Excellence in Everything We Do
- A Concern & Respect for People and Their Personal & Professional Growth

These four values result in the **most important value: EXCEPTIONAL CLIENT SERVICE.**

At Fishbeck, **our core purpose** is to "help people realize their visions while benefiting society."

Fishbeck's **mission** is to meet our clients' needs and achieve our business goals in a manner that exemplifies our core values. Our mission basics include:

- Provide innovative and excellent designs within budget.
- Work in a supportive and synergistic way with other team members of all disciplines.
- Consider the client a project team member.
- Know the program requirements and meet them in the simplest, most constructible, cost-effective manner.
- Align expectations with clients' needs, budgets, and the scope of our services.
- Conduct preschematic multidiscipline brainstorming.
- Keep cost estimates updated, the client informed, and design to stay within approved estimates.
- Conduct QA/QC reviews at appropriate milestones to minimize redesign.
- Minimize addenda, bulletins, and change orders.



**ARCHITECTURE/  
ENGINEERING**

- Architecture
- Mechanical
- Electrical
- Structural
- Interior Design
- Systems Commissioning
- Indoor Air Quality
- Master Planning
- Facility Condition Assessment
- Energy Assessment

**INFRASTRUCTURE  
ENGINEERING**

- Site Development
- Transportation
- Surveying
- Water Distribution
- Water Supply/Treatment
- Water Storage
- Watershed Management
- Wastewater Collection
- Wastewater Treatment
- GIS/Computer Mapping
- Asset Management
- Stormwater Management

**ENVIRONMENTAL**

- Remediation
- State and Federal Environmental Program Assistance
- Air Quality
- Brownfield Redevelopment
- Water Resources
- Industrial Hygiene
- Asbestos/Lead Management
- Environmental Site Assessment
- Due Diligence

**CONSTRUCTION**

- Construction Management
- Design/Build
- Cost Estimating
- Scheduling
- Preconstruction
- Reconstruction and Cost Reduction Studies

## REGULATORY ASSISTANCE PROGRAM

Residents of the Great Lakes basin are stewards for 20% of the earth's usable fresh water. As a result, many communities in this region face challenging regulatory requirements for wastewater discharge.

Fishbeck's Regulatory Assistance Program (RAP) offers communities a path through the wastewater regulatory labyrinth. Created to be flexible for use on an as-needed basis, this program offers a unique combination of experience, expertise, and modern technology.

Our staff is recognized across Michigan for WWTP regulatory expertise. We have longstanding professional relationships with many of the EGLE representatives who administer these rules and regulations. We also are regular presenters on wastewater related topics at the Michigan Water Environment Association's conferences and seminars.

Some of the RAP services offered by Fishbeck are:

- NPDES Permits
- Renewal Applications
- Draft Permit Reviews
- Negotiations with the EGLE
- Industrial Pretreatment Program (IPP)
- Permitting of Nondomestic Users
- Categorical Standards
- Local Limits for Compatibles and Inorganic/Organic Toxics
- Special Alternative Limits (SALs)
- Extra-Strength Surcharge Rate Reevaluations
- Program Development - Manual of Procedures, Sewer Use Ordinance, Enforcement Response Plans
- Mercury Minimization
- Program Development
- Annual Status Reporting
- Enforcement Actions
- Technical Support to Legal Counsel

With access to all of Fishbeck's in-house resources, RAP clients have a direct link for addressing related spinoff issues such as Source Detection Studies, Capital Improvement Plans, Wet-Weather Flow Reduction, Infrastructure Asset Management, Air Quality Support, Structural and Architectural Assessments, and Safety/Risk Management.

References of communities with RAP successes are available upon request.



# WRAP CLIENT LOCATIONS

**67**  
CLIENTS



Brighton Township  
City of Adrian  
City of Ann Arbor  
City of Bad Axe  
City of Bay City  
City of Big Rapids  
City of Brighton  
City of Charlevoix  
City of Charlotte  
City of Cheboygan  
City of Chelsea  
City of Croswell  
City of Flint  
City of Frankenmuth  
City of Grand Ledge  
City of Grand Rapids  
City of Hastings  
City of Hillsdale  
City of Holland  
City of Howell  
City of Ionia  
City of Ithaca  
City of Jackson  
City of Kalamazoo  
City of Lansing  
City of Lapeer  
City of Litchfield  
City of Ludington  
City of Mackinac Island  
City of Manissee  
City of Marshall  
City of Marquette  
City of Mason  
City of Midland  
City of Milan  
City of Mt. Clemens  
City of Negaunee  
City of New Baltimore  
City of Otsego  
City of Owosso  
City of Petoskey  
City of Plainwell  
City of Pontiac  
City of Port Huron  
City of Reed City  
City of Richmond  
City of Saline  
City of Sault Ste. Marie  
City of South Lyon  
City of St. Clair  
City of St. Johns  
City of Warren  
City of Wyoming  
Northfield Township  
Oakland County  
Scio Township  
South Huron Valley  
Southern Clinton County Municipal  
Utilities Authority  
Village of Armada  
Village of Manchester  
Wayne County/South Huron Valley  
Wayne County/Wyandotte  
Ypsilanti Community Utilities Authority  
Coldwater Board of Public Utilities  
Delta Charter Township  
Genesee County  
Lakewood Wastewater Authority



## SPECIAL ALTERNATIVE LIMITS (SALS)

Local limits under an IPP are commonly determined using a uniform allocation methodology. While providing the required environmental protection, this approach restricts treatment plant utilization and development of the local economy.

Due to reduced flows and pollutant loads, many communities are experiencing issues with WWTP utilization and operating margins. Many communities also have industrial users that, if allowed, could discharge more while paying extra-strength surcharges. Local limit allocations can be viewed as pieces of a pie that represents the Maximum Allowable Headworks Loading (MAHL). Like a real pie, there is nothing left when all the pieces have been claimed.

A uniform local limit, while straightforward to implement, has several disadvantages:

- Artificially depletes available capacity by allocating load to industrial users which do not need it.
- Offers minimal flexibility to accommodate special needs of certain industrial users.
- Reduces surcharge revenue by requiring pretreatment of compatible pollutants, even when the WWTP is underutilized.

SALs represent an alternate local limit allocation approach which is rapidly gaining popularity. Conceptually, SALs are simply an extension of the uniform allocation method:

- Set aside a portion of the MAHL as reserve.
- Uniformly allocate what remains.
- When SAL assigned, withdraw from reserve.

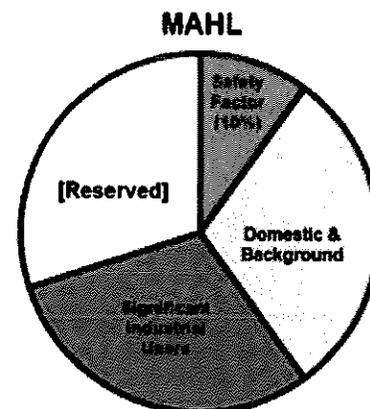
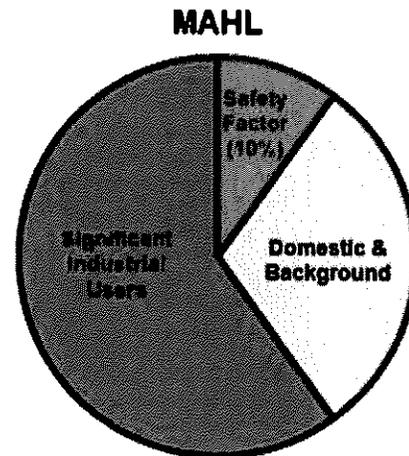
Fishbeck is a recognized leader in preparing SAL programs for those seeking increased flexibility and surcharge revenues. Typical services include reevaluation of local limits with a SAL reserve, written procedures for assigning and accounting for SALs, and user-friendly Excel® software for continuous monitoring of the WWTP allocation status.

With this expertise and Fishbeck's decades of wastewater/IPP experience, available capacity can become an asset for enhancing operating margins while promoting development of the local economy.

## SURCHARGE RATE EVALUATIONS

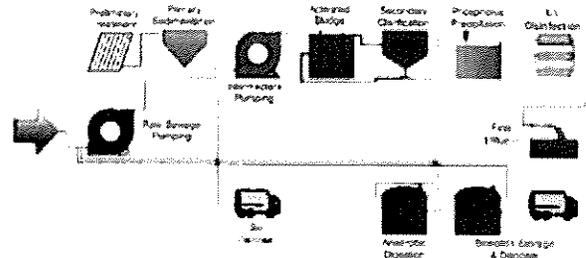
Many communities find it beneficial to regularly reevaluate extra-strength surcharge rates to reflect current wastewater treatment costs. Outdated rates may decrease justifiable revenues, prevent some users from paying their fair share, or place an undue economic burden on other users.

To help maintain up-to-date surcharge rates, Fishbeck has developed a software package to accurately determine O&M costs to treat extra-strength discharges of compatible pollutants from nondomestic sources. Calibrated with the site-specific process configuration and performance/cost data, this software is linked with a state-of-the-art computer program using USEPA models for municipal treatment facilities.



### WASTEWATER

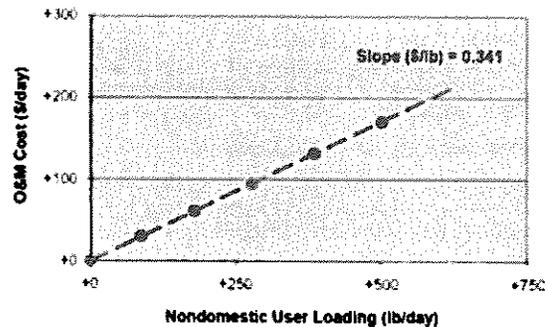
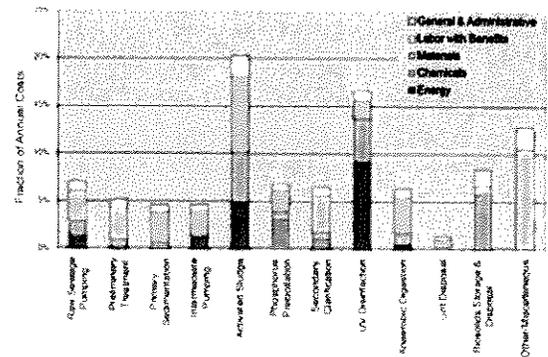
- Raw Sewage Pumping
- Equalization
- Screening/Grit Removal
- Primary Sedimentation
- Secondary Treatment via Activated Sludge, Oxidation Ditch, Biotower, Rotating Biological Contactor, or Lagoon
- Nitrification
- Secondary Clarification
- Chemical or Biological Phosphorus Removal
- Tertiary Filtration
- Chlorination/Dechlorination or UV Disinfection



### BIO-SOLIDS

- Anaerobic or Aerobic Digestion
- Gravity Thickening, Belt Filter Press Dewatering, or Drying Beds
- Disposal using Incineration, Landfill, or Land Application

When combined with Fishbeck's experience in wastewater treatment and industrial pretreatment programs, this software provides an efficient tool to determine both the breakdown of current O&M costs and the unit costs of treatment for incremental loadings of surchargeable pollutants.



## Project Understanding and Approach

Fishbeck understands the City seeks a qualified consultant to provide as-needed support for the City of Flint – Water Pollution Control (WPC) regulatory compliance program during fiscal years 2021, 2022, and 2023. We also understand the City's needs are dependent on specific issues that arise during that time, so this contract's scope of services must remain flexible.

### THE PAST AND PRESENT...

Our ability to respond to the City's needs is best demonstrated by our performance on the WPC's Regulatory Assistance Program over the past 18 years. We successfully provided services for a wide range of projects, including the tasks highlighted below:

#### NPDES Permit Negotiations

Helped WPC staff and the City's attorney negotiate the renewal of Flint's NPDES discharge permits with the Michigan Department of Environmental Quality (MDEQ), now the Michigan Department of Environment, Great Lakes & Energy (EGLE). Evaluated conceptual designs and costs of retention basin options to mitigate wet weather overflows. Developed a master plan for the Mercury Minimization Program. Provided technical expertise resulting in the MDEQ's acceptance of a less restrictive effluent limit for low-level mercury.

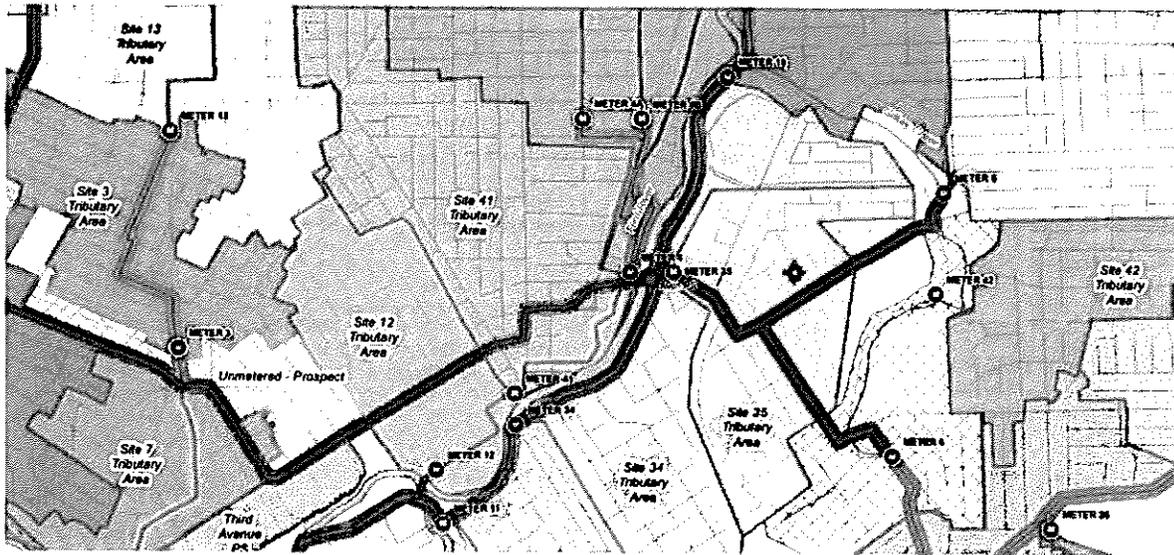
#### Industrial Pretreatment Program (IPP)

Performed a headworks loading reevaluation of the WPC for compatible pollutants. Assisted in negotiations with the MDEQ that led to the approval of a flexible Special Allocation Limit (SAL) program for regulating the City's industrial users. Provided technical consultation to the City's attorney for drafting a new sewer use ordinance. Helped develop a headworks load accounting system, which provides the City with a tool for the straightforward monitoring of pollutant allocations to non-domestic users.

#### Wet Weather Management

Worked with the City to select metering locations, assist with installation and troubleshooting, and provide data analysis for over 30 locations throughout the system from the onset of the City's Flow Metering program nearly 18 years ago.

Prepared a detailed map of the City's overall collection system (pictured below) using as-built drawings provided by the City. Developed a dynamic hydraulic model of main trunk lines using a commercial software package (XP-SWMM). Helped WPC staff purchase new and replacement flow meters for the collection system and provided field support to install/relocate these meters at selected points across the City. Assisted in the installation of cell modems in select locations to automate the meter data uploading process, relieving some time constraints for busy field staff. Fishbeck routinely worked with WPC staff to review metering data and determine locations for future flow metering.



Prepared an extensive flow capacity report in accordance with NPDES permit requirements. Helped conduct evaluations aimed at determining whether the system can achieve the MDEQ’s wet weather capacity standard (i.e., 25-year/24-hour storm event during growth conditions and normal soil moisture). Prepared capacity assessment reports in accordance with NPDES permit requirements. Provided data from a temporary flow meter to help WPC staff identify suspicious discharges from a non-domestic user (OilChem).

**Asset Management**

Advised on the WPC’s capital improvements program for improving and upgrading the plant. Investigated biosolids disposal options, including capital/O&M cost estimates of alternatives. Evaluated influent and effluent flow measurement systems, leading to improvements and improved accuracy. Provided structural repair assessment of influent junction chamber and primary tank influent channels. Provided technical support to upgrade the WPC grit removal system. Provided design services to improve the chlorine gas system, including evaluating sodium hypochlorite as an alternate chemical for disinfection. Provided design services to repair and replace components of system feeding polymer to the solids dewatering process. Helped evaluate the reactivation of anaerobic digester tanks for proposed waste-to-energy modifications; performed structural assessment of necessary repairs. Provided electrical engineering support for motor control center upgrade, leading to new monitoring instrumentation and improved process control. Performed architectural assessment of a former process building to control deterioration during idle period. Assisted with the evaluation of upgrade alternatives for the Northwest Pump Station to improve pumping efficiency, reliability, and effectiveness.

**Other Regulatory Support**

Provided technical assistance to update the WPC’s Process Safety Management (PSM) program, ensuring compliance with federal regulations for highly hazardous chemicals. This included an audit of the overall program and updating PSM documentation.

Provided Risk Management Plan (RMP) consulting services including conducting the required RMP audit, submitting the RMP renewal, and updating the City’s RMP documentation.

## THE FUTURE...

As the City moves to another 3-year WPC regulatory compliance program, Fishbeck is eager to continue to provide the regulatory services the City needs. We anticipate the following tasks and associated activities, as follows.

### **Task 1 — NPDES Permit Negotiation and Support**

Fishbeck is prepared to continue assisting the City with NPDES permit negotiations and related activities. Our team is fully knowledgeable in the state and federal wastewater regulations, and has longstanding relationships with EGLE staff.

Our experience with the City's permit, as well as NPDES permits in general, could be useful for negotiating the term of the anticipated draft NPDES permit. We also would be available for assisting with Whole Effluent Toxicity (WET) tests, administrating the Mercury Minimization Program, addressing issues that may arise related to PFAS or other emerging contaminants of concern, assisting in the City's response to EGLE on an NPDES-related enforcement action, and other general permit-required activities.

### **Task 2 — Wet Weather Management**

Fishbeck is prepared to continue providing as-needed assistance to evaluate the collection and treatment system's capacity for flows relative to EGLE's wet weather standard.

Combining our experience with the City's previous flow studies with the now fully operational XP-SWMM model, we could seek to further define the site-specific relationship between rainfall intensity to plant flows. This would involve the ongoing assessment of collection system details, updating system maps, and evaluating collected data on plant flows, river elevations, and rainfall.

We could continue evaluating the data collected from flow meters installed in the collection system, including additional updates to the XP-SWMM model. The City completed a SAW Grant in 2018 which included an update to the City-wide sewer system GIS database. This allows for the opportunity to expand the hydraulic model into upstream areas of the system that may be of interest to the City. These areas may include portions of the system that are susceptible to sanitary sewer overflow or an area that is a candidate for future rehabilitation. We will also provide guidance on additional metering recommended to define the flow characteristics of the given areas.

We could also continue identifying area(s) within the model boundaries where the predicted flow exceeds the collection system's capacity and quantifying any additional storage volume and/or source removal required to meet the wet weather capacity standard. We have previously used the hydraulic model and metering data to identify sewersheds with excessive inflow and infiltration that should be targeted for future investigation. This is an evolving process that would be beneficial to reevaluate annually, as areas of the system are rehabilitated, and new data flow measurements are collected.

Fishbeck can also provide recommendations on where to focus on future flow monitoring efforts. We understand the collection system group continues to line sewers in localized areas where there are structural issues that can also affect infiltration. We can provide assistance with post-sewer lining flow metering to quantify flow reductions from sewer rehabilitation efforts.

### **Task 3 – IPP Assistance**

With extensive experience in all facets of this federally-mandated program, we are prepared to provide a variety of IPP-related services when needed by the WPC. Our team is fully knowledgeable in both the state and federal IPP regulations and has longstanding relationships with EGLE staff providing local and statewide oversight.

Our prior experience drafting the City's current sewer use ordinance could be useful in support of efforts to further revise the ordinance, or to work cooperatively with other jurisdictions to update their ordinances. We observe many communities to be challenged by the need for up-to-date interjurisdictional agreements on IPP requirements and administration.

Our general IPP experience could also be useful if the City seeks to revise its headworks loading evaluations for compatible or toxic pollutants. We have worked with EGLE to develop alternate methods for calculating background loads, allowing for less stringent local limits. Fishbeck is experienced and available for other IPP-related activities the City may require; these could include updating the IPP Manual of Procedures, reevaluating extra-strength surcharge rates, and assisting in the City's response to EGLE on an IPP-related enforcement action.

Note: Fishbeck is not currently working for any industrial users of the WPC. While we have previous involvement on a few relatively small environmental projects for General Motors (in Grand Rapids and Lansing) and for Delphi and Country Fresh (in West Michigan), none of these projects would constitute a conflict of interest relative to serving as IPP consultant to the City.

### **Task 4 —Asset Management**

Fishbeck is familiar with the City's Asset Management Plan and the 5-year Project Plan, and is prepared to assist with implementation of this plan either through discussions with EGLE or as a technical advisor for the implementation of the plan. With our prior experience at the City and grant/loan opportunities for other communities in Michigan, this could be a continuation of our previous work with the WPC's Capital Improvement Plan (CIP) and to help implement the City's Asset Management Plan as well as the 5-year Project Plan.

### **Task 5 – Stormwater Management Program**

Fishbeck staff members with extensive familiarity of the Municipal Separate Storm Sewer System (MS4) regulations are available on an as-needed basis to assist with the City's Stormwater Management Program. Such assistance could include preparation for an MS4 compliance audit by developing program updates, reviewing the overall program, or conducting a mock audit. We can also help with future planning, as we continuously maintain an awareness of what is evolving at the state/federal levels. Elements for which our expertise is particularly suitable include:

- Public education plan.
- Illicit discharge elimination program.
- Post-construction stormwater control for new development and redevelopment projects.
- Brownfield sites where contaminated seepage might be problematic inputs to storm sewers.
- Municipal pollution prevention and good housekeeping activities.

### **Other As-Needed Tasks**

We understand, because this contract covers three years, currently unanticipated tasks may appear. Our team, supplemented by additional Fishbeck staff members, has the technical expertise to assist with a wide variety of assignments.

We are able to assist the City with the next RMP compliance audit due no later than July 22, 2022, and the next PSM compliance audit due no later than September 6, 2022.

If an issue arises outside of our expertise, we will work with WPC staff to select and retain an appropriate subconsultant. We will then oversee these subconsultants to ensure an effective, economical resolution for the City.

# PROJECT PORTFOLIO

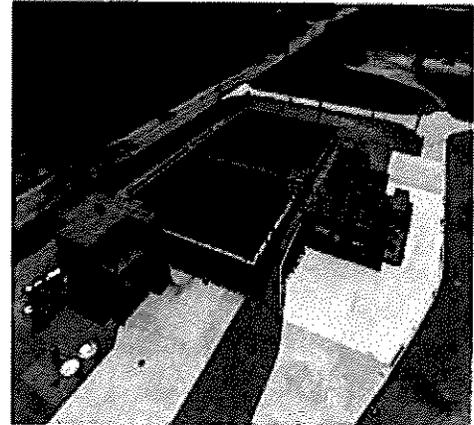
## COMPREHENSIVE REGULATORY COMPLIANCE ASSISTANCE EXPERIENCE

### COLDWATER BOARD OF PUBLIC UTILITIES

**Contact:** Jon Foley, WWTP Superintendent  
**Address:** 1 Grand Street, Coldwater, MI 49036  
**Phone:** 517.279.9531  
**E-mail:** jfoley@coldwater.org

**Type of Project:** Technical and regulatory assistance: evaluation of local limits, SAL Program, Manual of Procedures, Enforcement Response Plan, Surcharge rate evaluation; industrial user permits development and reviews.

**Project Timeline:** 2017-Present  
**Budget:** \$9,500 per fiscal year

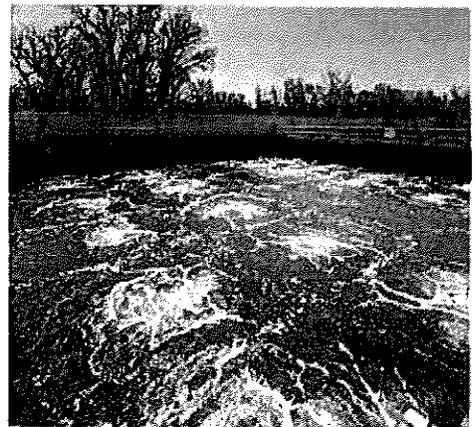


### LAKEWOOD WASTEWATER AUTHORITY

**Contact:** Doug Suntken, Superintendent  
**Address:** 839 Fourth Avenue, Lake Odessa, MI 48849  
**Phone:** 616.374.3265  
**E-mail:** suntkendoug@gmail.com

**Type of Project:** Technical and regulatory assistance: development of local limits, SAL Program, Manual of Procedures, Enforcement Response Plan, Surcharge rate evaluation; industrial user permits development and reviews. Assistance with Mercury PMP, compliance with EGLE IPP PFAS Initiative.

**Project Timeline:** 2014-Present

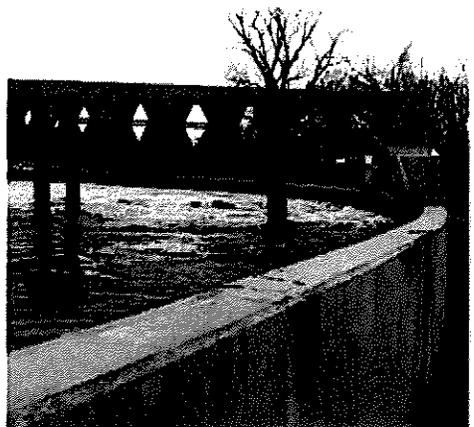


### CITY OF IONIA

**Contact:** Chris Kenyon, Utilities Director  
**Address:** 720 Wells Street, Ionia, MI 48846  
**Phone:** 616.523.0165  
**E-mail:** CKenyon@ci.ionia.mi.us

**Type of Project:** Technical and regulatory assistance: NPDES permit compliance, reissuance, negotiations with EGLE; assistance with IPP and Mercury PMP; compliance with EGLE IPP PFAS Initiative, other WWTP-related regulatory issues as they arise.

**Project Timeline:** 2004-Present  
**Budget:** \$60,000 annually



### CITY OF KALAMAZOO

**Contact:** Steve Rochow, Environmental Compliance Supervisor  
**Address:** 1415 Harrison Street, Kalamazoo, MI 49007  
**Phone:** 269.337.8365  
**E-mail:** RochowS@kalamazoocity.org

**Type of Project:** IPP update: reevaluation of local limits, Manual of Procedures SAL Program; assistance with updating basis of design.

**Project Timeline:** 2017-2019  
**Budget:** \$54,000

**CITY OF ANN ARBOR**

**Contact:** Keith Sanders, Wastewater Treatment Services Assistant Manager

**Address:** 49 South Dixboro Road, Ann Arbor, MI 48105

**Phone:** 734 794 6450

**E-mail:** ksanders@a2gov.org

**Type of Project:** Technical and regulatory assistance: NPDES permit compliance and negotiations with EGLE, administration of IPP, assistance with Mercury PMP, other WWTP-related regulatory issues as they arise.

**Project Timeline:** 2005-Present

**Budget:** \$24,500 per fiscal year

**CITY OF ST. JOHNS**

**Contact:** Steven M. Martin, Director of Public Services

**Address:** 100 East State Street, Suite 1100, St. Johns, MI 48879

**Phone:** 989-224-8944 ext. 281

**E-mail:** smartin@stjohnsmich.com

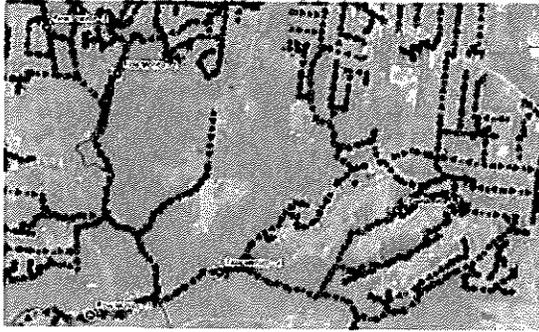
**Type of Project:** Development of IPP: local limits, SAL Program, Manual of Procedures, Enforcement Response Plan, surcharge rate evaluation. Administration of IPP: industrial user permits development and reviews. Assistance with compliance with EGLE IPP PFAS Initiative.

**Project Timeline:** 2017-2019

**Budget:** \$60,000

# FLOW MONITORING SERVICES

Fishbeck has the equipment, personnel, and experience to provide the necessary services to develop and implement a flow monitoring program that will help you understand how your system operates under various dry and wet weather conditions. This means you can correct deficiencies in your collection system or plan for future needs with solid baseline data.

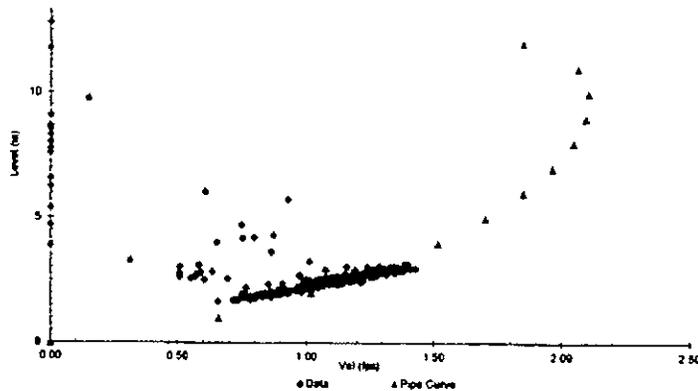


## ASSISTANCE IN SITE SELECTION

Selecting an appropriate site requires understanding the monitoring program goals, as well as experience in determining sites that will yield quality data. Our field technicians and engineers will work with you to identify the most appropriate locations to monitor.

## OUR EQUIPMENT IS READY FOR YOUR PROJECT NOW

We maintain an inventory of various flow monitor types to fit various applications, as well as rain gauges so we can respond to your needs quickly. Delays can cause missed capture of important storm event data.

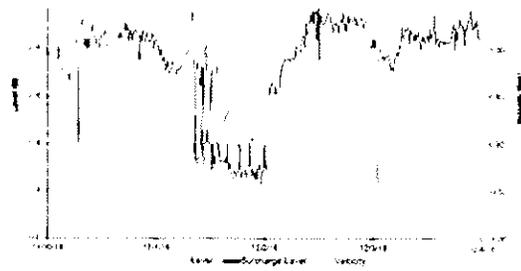


## OUR QA/QC PROCEDURES ENSURE DATA INTEGRITY

Onsite QA/QC procedures allow us to address problems immediately, without having to revisit a site. This minimizes the possibility of lost or unreliable data. Scattergraphs, like the one below, confirm data integrity and can help identify site problems.

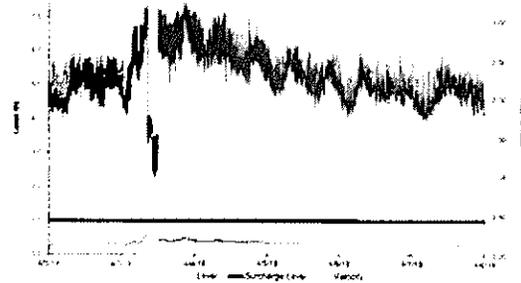
800.456.3824 | fishbeck.com

**fishbeck**  
Engineers | Architects | Scientists | Constructors



### DATA HANDLING AND ANALYSIS

Fishbeck uses multiple software applications to provide the most appropriate data handling and analysis. Our monitor download software is used to retrieve data and provide onsite QA/QC. We have developed customized applications to analyze the data and view it in an easy-to-understand format, which helps identify problems in your collection system.

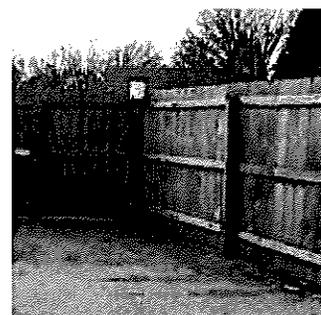
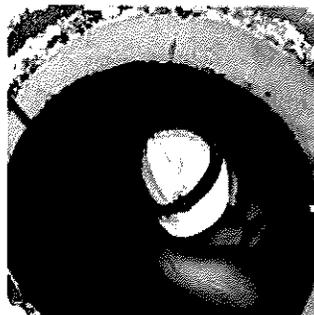


### MODELING CAPABILITIES FOR SYSTEM ANALYSIS

We use multiple modeling software platforms to analyze collection systems. The choice of software depends on the collection system's characteristics and the output data desired. Our dynamic modeling software can be calibrated to your collection system's performance based on the flow monitoring data and then used to predict future flows or collection system performance during selected rainfall events. This enables you to make logical and cost effective decisions on system upgrades. Our various customized software can be integrated into the analysis to provide the best overall solution to your modeling needs and provide the answers you need.

### EXPERIENCED FIELD TECHNICIANS

Fishbeck technicians have installed equipment in all pipe sizes and configurations. Customizing the installation is critical to obtaining reliable data.



### MODELING CAPABILITIES FOR SYSTEM ANALYSIS

Our goal is to provide you the flow monitoring services you need at a cost you can afford. This means developing a flow monitoring program that targets specific needs and addresses the problems in your system. We can team with you in a number of ways to make the program work, whether it includes phasing over a period of time or involving you in some of the monitoring activities to reduce costs. In the end, you will gain a better understanding of your collection system performance and be able to correct deficiencies or plan for future growth.

# FLOW MONITORING AND MODELING EXPERIENCE

38 ●

LOCATIONS

## MICHIGAN

11 ½ Mile Relief Drain Drainage District

Baldwin

Benton Harbor

Cedar Springs

Coldwater

Ecorse

Flat Rock

Flint

Gibraltar

Grand Haven

Grand Ledge

Grand Rapids

Jackson

Lansing

Lincoln Park

Macomb Township

Meridian Township

Michigan State University

Monroe

New Baltimore

Niles

Oakland County

Paw Paw

Riverview

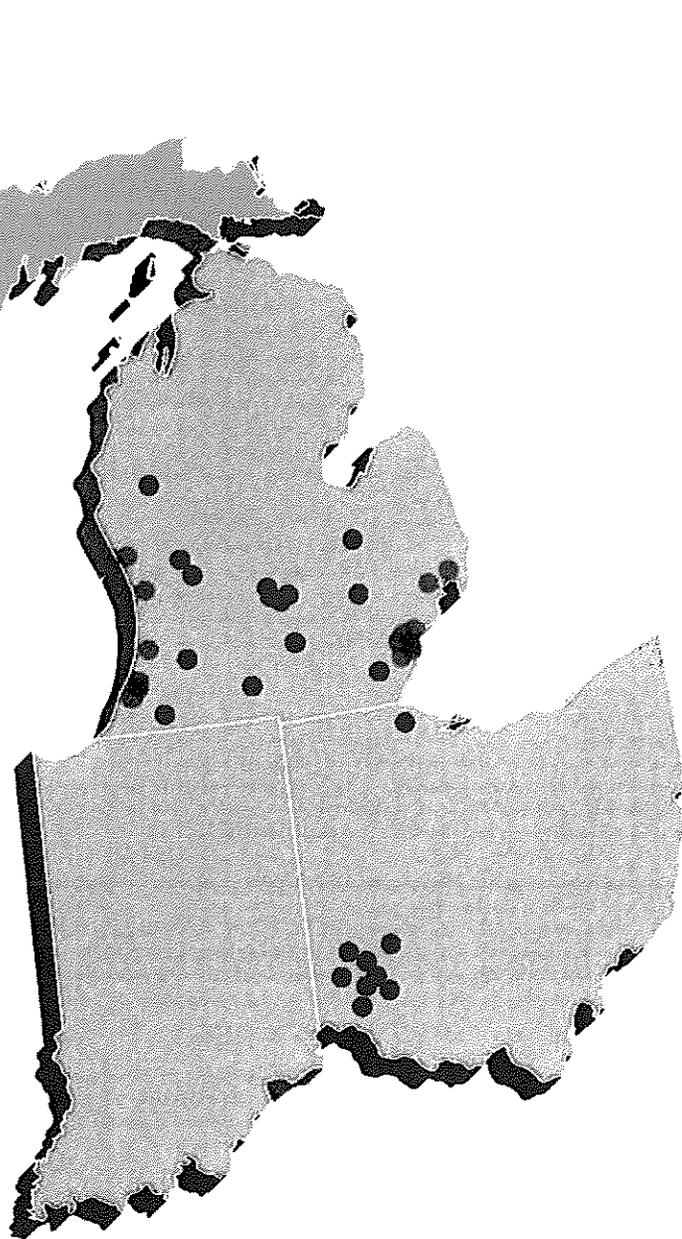
South Haven

Spring Lake

St. Joseph

Stephens Relief Drain Drainage District

Stevensville



## OHIO

Batavia

Butler County

Clermont County

Fairfield

Hamilton

Lebanon

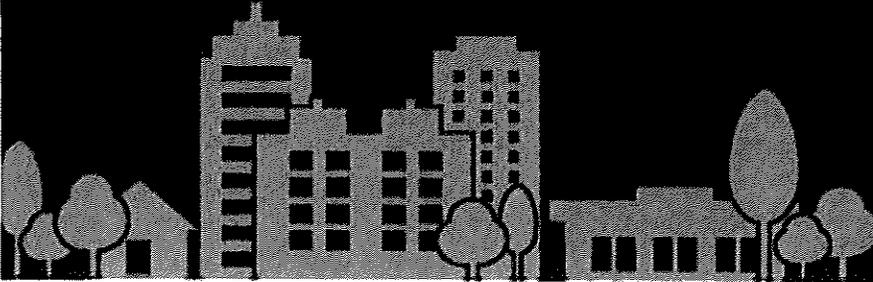
Lucas County

Mason

Metropolitan Sewer District of

Greater Cincinnati

# GRANT + FUNDING ASSISTANCE



## HOW FISHBECK CAN HELP

Fishbeck has extensive experience working to obtain funding from many sources available for municipal projects. These include grants, low-interest loans, bonds, tax abatements, tax credits, and tax increment financing.

Funding has become a critical consideration in planning the scope and implementation for major municipal projects, but navigating the world of funding can be a daunting task. **Fishbeck's team has the experience you can rely on.**

## WHO'S DOING IT

Fishbeck's team of engineers, architects, and scientists work hand in hand with you to reflect your visions. Our grant specialists offer an additional resource we can bring to the table to get your project off the ground.

## WHAT FISHBECK IS DOING

- ✓ We maintain relationships with funding agencies, keeping up to date with available incentives at the federal, state, and local levels.
- ✓ We maintain subscriptions to resources, such as the Foundation Directory Online and Michigan Grant Watch, allowing our clients access to a wealth of information on grants and grantmakers.
- ✓ We take advantage of training opportunities, enhancing our ability to tell your story in a manner that resonates with grantmakers.

## WHY WE ARE DOING IT

We know funding is important to you, and we know we can help make a difference. Fishbeck has secured millions of dollars in funding for our clients – we would be happy to help you find the funding to make your vision a reality.

## WHEN WE CAN GET INVOLVED



**EARLY ENGAGEMENT** is key to maximizing economic incentives. Before major planning efforts begin, we can help you become grant ready.



**PROJECT DESIGN** is when we can help look for opportunities to fund the efforts of construction.



**Creating a FINANCING STRATEGY** during capital improvement planning and incorporating the funder's priorities in project designs increases a community's chance for success.



**Even AFTER A PROJECT** has been constructed, there may be opportunities to fund programming or rehabilitation.



UTILITIES  
USDA, MDARD, EGLE



ENVIRONMENT  
EPA, EGLE, MEDC



TRANSPORTATION  
FHWA, MDOT, FTA



ECONOMIC DEVELOPMENT  
HUD, EPA, MEDC



**BOTTOM LINE:** It is always a good time to think about funding. We are here for you every step of the way.



## Schedule | Cost of Services

Because this is an as-needed contract, individual tasks must have a flexible budget and schedule. The scope, budget, and schedule for each task will be discussed with Ms. Best, or her designee, at the time of the request. Adjustments will then be made, as appropriate, to match the City's needs and available funding. To effectively manage the contract, each task will be assigned a separate project number and invoiced separately. This approach will ensure that, if the full contract budget is not required, the excess funds will not be spent.

Services will be on a time-and-materials basis, using hourly rates in effect when the work is performed. Our current standard rate schedule is enclosed. Direct reimbursable expenses such as company vehicles, special equipment, copying, etc., will be billed at Fishbeck's current rates. Other reimbursable expenses, including outside subcontracted services, will generally be billed at our standard of actual charges plus 10 percent.

Fishbeck will continue to apply the following project management philosophy that has been successfully used for the WPC regulatory assistance contracts, of which the last six were with Fishbeck:

- As each task arises, hold general discussions with Ms. Best, or her designee, regarding the City's goals and objectives.
- Agree on scope, schedule, and budget before proceeding.
- Clearly communicate the City-Fishbeck agreement to a senior project specialist, which is selected based on appropriate experience and expertise. For those situations where specialized services are warranted, we will work with City staff to identify and retain qualified subconsultants.
- Provide an activity report with each invoice to summarize how the City's funds were expended, as demonstrated by the attached report from a recent invoice.
- Periodically follow-up with Ms. Best, or her designee, to ensure the City's goals and objectives are being met.

We have attached figures of the final budget status since fiscal year (FY) 2003, when the City initially retained Fishbeck as the WPC's regulatory consultant. These figures clearly demonstrate how our contract management has consistently responded to the City's needs while maintaining costs at, or below, the allocated budgets.

### Example Activity Report

**FTCH PROJECT No. 171961  
FY-2019**

INVOICE NUMBER: 389165  
INVOICE DATE: January 7, 2020

**LABOR**

Name	Activity	Hours
Jeff Brown	WW Regulatory Assistance: Day to Day Mgmt of Project teams, technical oversight, and QA/QC	3
Sarah Rutkowski	WW Regulatory Assistance: Coordination with HESCO, meter data review, and invoicing	2.5
Meagan Rea	WW Regulatory Assistance: Processed monthly flow meter and rainfall data	19
Caitlin Wlneta	WW Regulatory Assistance: Processed monthly flow meter and rainfall data	3
Doug Dunn	WW Regulatory Assistance: TAPS Site Visit and assistance with Pump improvements	8
Corrinne Haybarker	NPDES Assistance: Phosphorous Recommendations Memo	12.5
Elizabeth Marsh	OSHA PSM Audit: PSM Audit and Binder Preparation	33
Dawn Grates	OSHA PSM Audit: Administrative assistance and QA/QC for PSM Audit	9.5
Susan Kureck	OSHA PSM Audit: Technical QC for PSM Audit	0.5
Deborah Alderink	OSHA PSM Audit: Technical QC for PSM Audit	1

**REIMBURSABLE EXPENSES**

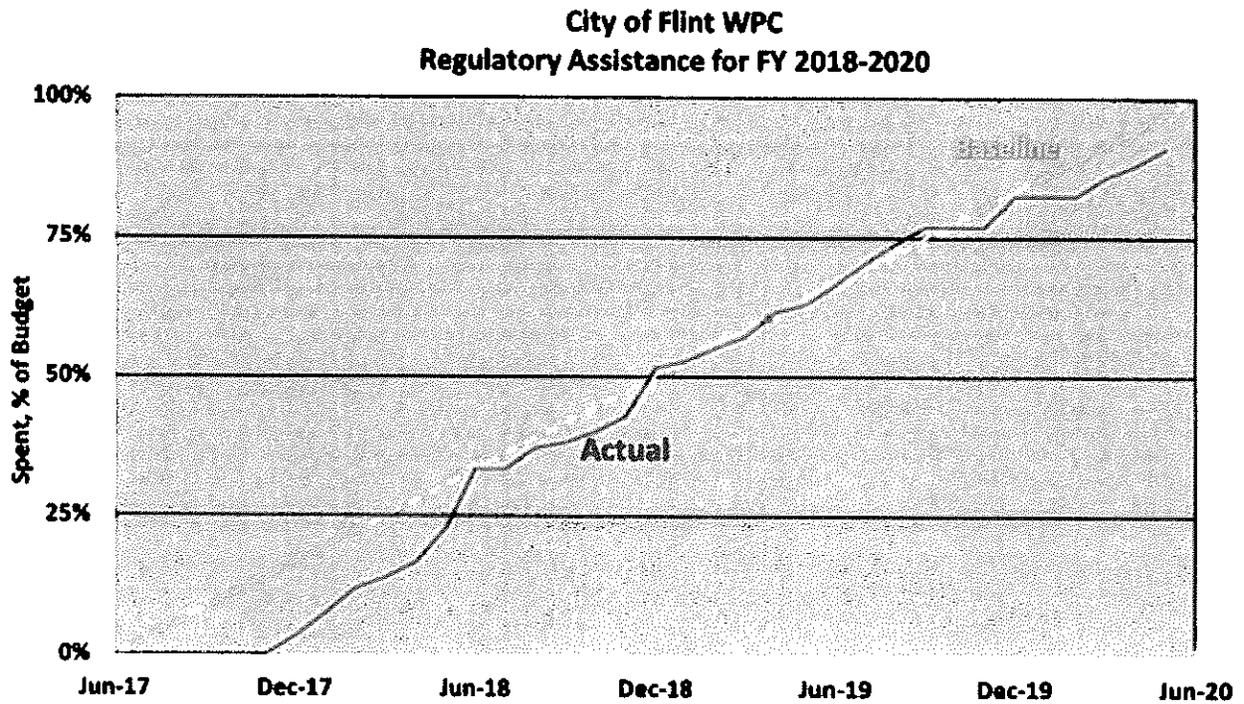
Name	Activity	Amount
FTCH Internal	Mileage for PSM On-site Review Meeting on 11/6/19-Elizabeth Marsh	\$79.80
FTCH Internal	Mileage for TAPS Site Visit on 11/26/19 - Doug Dunn	\$79.80
HESCO Industrial, LLC	Flow Meter Maintenance/Dessicant Kit	\$160.00
Teledyne Instruments	Flow Meter Battery Boxes	\$3,657.28
Worldwide Express	Postage	\$8.67

**SUBCONTRACTS**

Name	Activity	Amount
	---None---	

Task	Budgeted to Date	Previously Invoiced	Current	Invoiced to Date
2 (Wet Weather Regulatory Assistance)	\$250,000.00	\$201,009.34	\$8,130.25	\$209,139.59
RMP (Risk Management Plan)	\$12,500.00	\$12,479.30	\$0.00	\$12,479.30
OSHA PSM Audit	\$9,900.00	\$1,275.80	\$7,165.80	\$8,441.60
7L (NW PS PUMP RPL PRE DES)	\$6,400.00	\$6,387.30	\$0.00	\$6,387.30
NPDES Asst	\$12,500.00	\$9,457.00	\$1,562.50	\$11,019.50
<i>Subtotal</i>	\$291,300	\$230,608.74	\$16,858.55	\$247,467.29
<i>Authorized</i>	\$300,000			\$300,000.00
<i>Remaining</i>	\$8,700 3%			\$52,532.71 18%

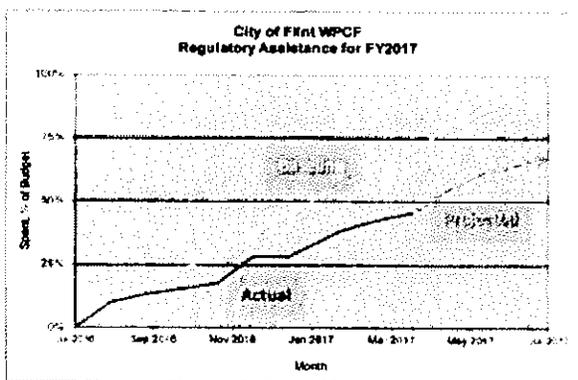
**Final Budget Performance, 2018 - 2020**

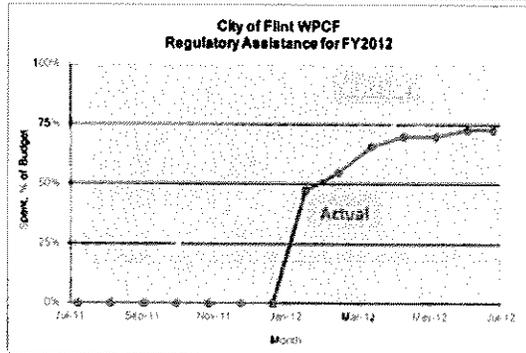
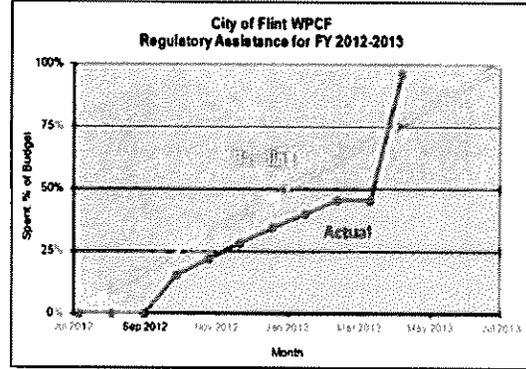
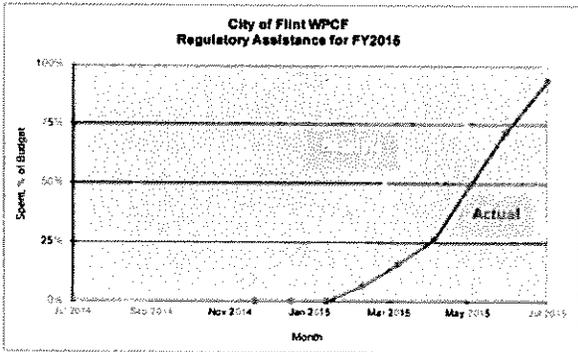
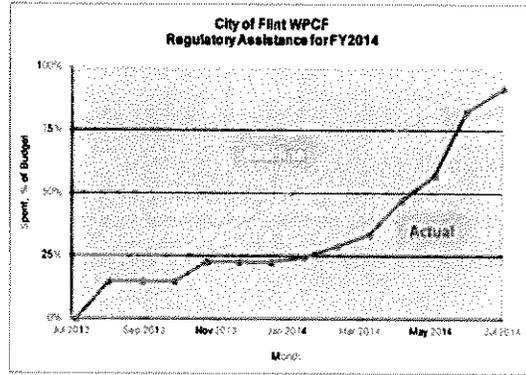
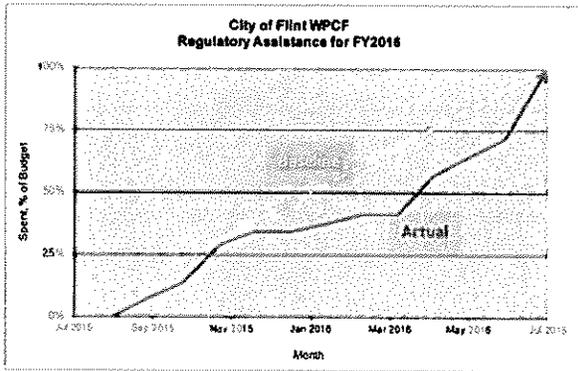


**Final Budget Performance, 2003 - 2017**

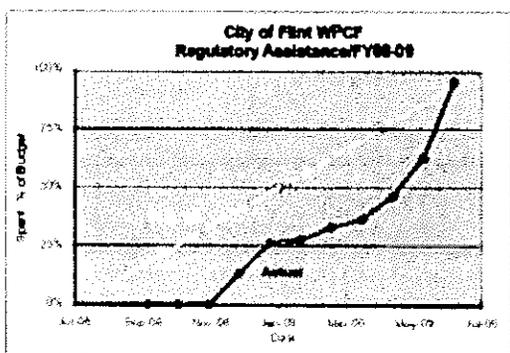
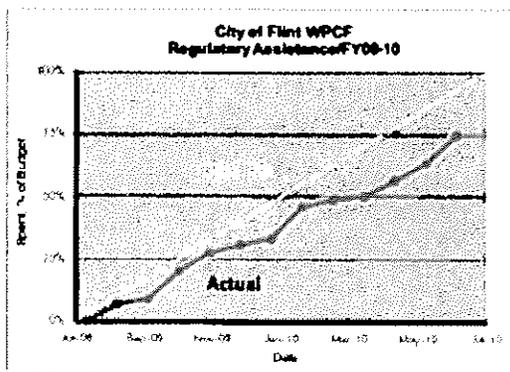
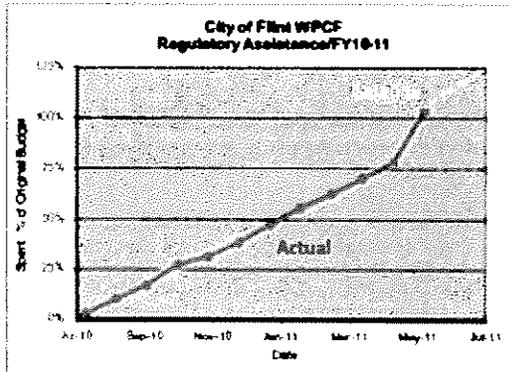
FY2015-2017

FY2012-FY2014

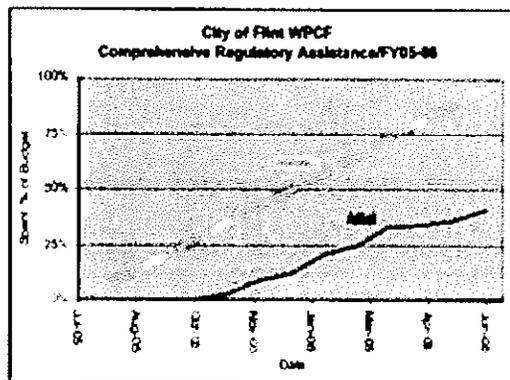
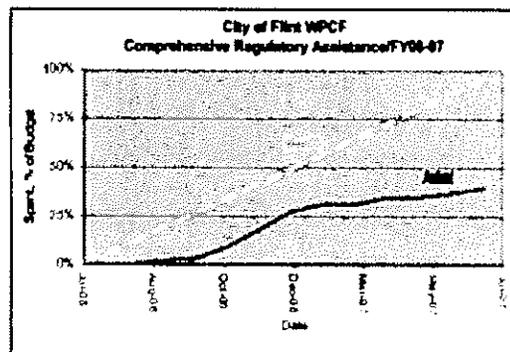
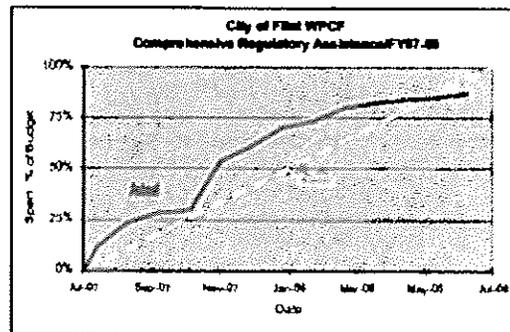




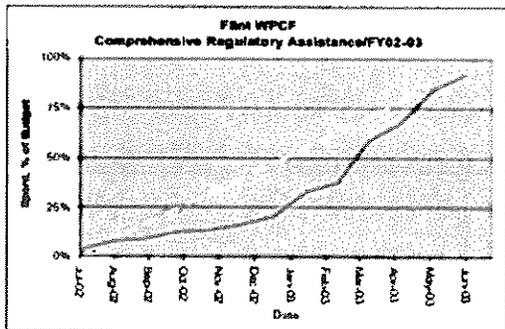
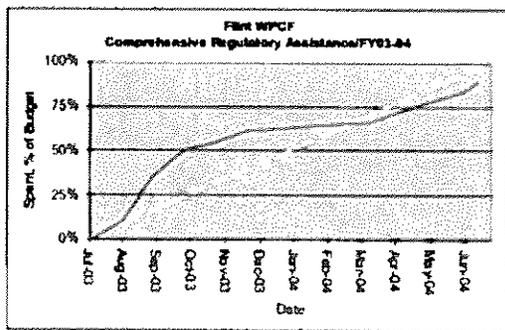
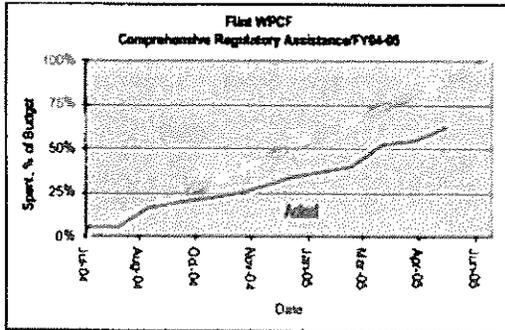
FY2009-FY2011



FY2006-FY2008



FY2003-FY2005



## Rate Schedule

June 13, 2020

Principal		\$243
Architect   Construction Engineer/Manager/Administrator   Engineer   Estimator   Geologist   Hydrogeologist   Industrial Hygienist   Interior Designer   Project Manager   Scientist   Surveyor	Senior Level	\$135-\$235
	Mid Level	\$122-\$135
	Staff Level	\$79-\$122
Architectural Specialist   Engineering Specialist   Environmental Specialist   Health & Safety Specialist   Operations Specialist   Technical Specialist   Project Superintendent   Survey Specialist	Senior Level	\$141-\$212
	Mid Level	\$101-\$141
	Staff Level	\$79-\$101
Technician	Senior Level	\$110-\$128
	Mid Level	\$93-\$110
	Staff Level	\$70-\$93
Production Support		\$82
Photocopies	\$0.10/Copy	
Mileage/Passenger Vehicles	\$0.70/Mile	
Field and Service Vehicles	\$0.95/Mile (\$37/day min.)	
Equipment Schedule	Separate Schedule	
Expenses and Outside Services	Cost Plus 10%	

Compensation to be at one and one-half times the hourly rate for approved overtime.

Invoices are rendered every four weeks and payment is due upon receipt. A service charge of 1% per four-week period is added to accounts unpaid after 28 days from date of billing.

## Project Team

Because of the variable scope of this contract, Fishbeck proposes a team consisting of a principal in charge, project manager, and senior project specialists to lead specific tasks on an as-needed basis. These specialists were selected to provide the experience and technical expertise to ensure tasks are completed in line with the City's goals and objectives. Additional members of our technical and clerical staff will provide supplemental assistance as necessary on a task-by-task basis.

Further details of this team are highlighted below, with resumes enclosed for your review:

### Principal-in-Charge / Project Manager

Mr. Jeffrey J. (Jeff) Brown, PE will serve as project manager and the City's primary interface for contract activities. Mr. Brown has over 25 years of consulting experience, specializing in helping local communities plan their wastewater systems. He has led the City's flow monitoring program from its inception and been involved with a variety of projects for the City of Flint WPC, including serving as project manager for the last regulatory assistance contract between Fishbeck and the City (2017-2020).

### Fishbeck Senior Project Specialists

#### Task 1 – NPDES Permit Negotiation and Support

Ms. Corrine Haybarker will lead the Fishbeck team in addressing general NPDES permit compliance issues. Ms. Haybarker has over 14 years of experience providing consulting services on a variety of municipal and industrial wastewater, water, and air projects, with a current focus on municipal and industrial wastewater regulatory compliance. Her previous experience with the City's permit includes assisting with EGLE negotiations for permit renewals. Most recently Ms. Haybarker assisted with EGLE negotiations for the WPC phosphorus effluent limit, which included a technical review of the EGLE water quality survey. Ms. Haybarker also has extensive experience with NPDES permitting for other municipal facilities in Michigan.

#### Task 2 – Wet Weather Management

Ms. Sarah Rutkowski, PE will lead the Fishbeck team addressing NPDES requirements that the City's facilities must be adequate to treat all dry and wet weather flows resulting from up to a 25-year/24-hour storm. Ms. Rutkowski has been involved with the City's regulatory compliance program for the past four years and understands the history of the system and goals of the program moving forward. She is currently assisting the City with its ongoing NPDES permit negotiations pertaining to wet weather compliance. She will be responsible for continuing the ongoing flow monitoring, model development, and data analysis. Ms. Rutkowski will lead efforts to refine the City's plan to reduce/manage the flows and identify work to be completed in the collection system. She understands the need to develop a cost-effective plan to abate, or at least manage, the excess flows. Ms. Rutkowski has extensive experience in the flow monitoring and hydraulic modeling of wastewater collection systems for numerous municipalities across the state.

#### Task 3 – Industrial Pretreatment Program (IPP) Assistance

Ms. Haybarker will also lead the Fishbeck team assisting WPC staff with the City's IPP. Having worked with this program for the past four years, she has valuable knowledge of current policies and procedures. She has also conducted headworks loading evaluations used to develop the compatible and toxic pollutant local limits, assisted with drafting new sewer use ordinances, assisted with industrial user permit development, and supported enforcement response activities for many municipal facilities in Michigan.

#### **Task 4 – Asset Management**

Mr. Joshua W. (Josh) Redner, PE will lead the Fishbeck team to address the City's infrastructure and asset management needs. Mr. Redner has over 11 years of experience helping municipal and industrial clients find solutions to their wastewater treatment issues. Mr. Redner is very familiar with the WPC, having been involved with the grit system evaluation and the Northwest Pump Station evaluation. Mr. Redner worked extensively with Mr. John C. (Jack) Rafter, PE and has acquired much of the working knowledge that Mr. Rafter gained during his 12 years assisting the City of Flint. Mr. Redner is well-versed in EGLE's asset management requirements and SRF program requirements, and he has the expertise to help the City implement the 5-year Project Plan. He has extensive experience evaluating, cost estimating, prioritizing, facilities planning, and obtaining grants/loans for wastewater systems across Michigan. Mr. Redner was named 2012 New Professional of the Year by the Michigan Water Environment Association.

Mrs. Danielle N. Yoon, PE will provide grant and funding assistance. Mrs. Yoon leads grant writing efforts for Fishbeck, utilizing capital improvement plans and other master level planning documents to develop funding strategies for clients. She has worked closely with various regulatory agencies and communities to develop and submit numerous grant and loan applications at both the state and federal level; successful applications have secured more than \$28 M grant and \$4 M loan dollars to date.

#### **Task 5 – Storm Water Management Program**

Ms. Rutkowski will also lead the Fishbeck team providing as-needed assistance with the MS4 Storm Water Permit. With knowledge of the City's sewer systems, she will provide as-needed assistance with pollution prevention, public education, illicit connection elimination, and MS4 permit compliance.

#### **Task 6 – Other Regulatory Support**

Elizabeth (Liz) A. Marsh, PE, CHMM will support environmental, health, and safety (EHS) compliance. Liz is a Senior Environmental Engineer in Fishbeck's Novi office and has over 25 years of environmental experience as a consultant specializing in regulatory compliance. She has previously assisted the City with its RMP and PSM programs.

### **Subconsultants**

We also offer potential subconsultants available to the City through the Fishbeck team. The advantage of such an approach is demonstrated by the following subconsultants that have provided key roles in the last three Fishbeck Comprehensive Regulatory Assistance contracts with the City:

- HESCO Services can provide as-needed installation, maintenance, and data collection of the City's sewer flow monitoring equipment. They are well-known across Michigan for technical expertise, reliability, accuracy, and completeness. Our contact at HESCO, Mr. Kevin Livingston, is the president and has been working with Fishbeck and the City on sewer metering associated with the SWMM model and the Collection System and Treatment Facility Capacity Analysis.

Subconsultants who have been involved in a lesser extent in the last four regulatory assistance contracts are also available on an as-needed basis to the City through the Fishbeck team. These include Cecil Lue-Hing & Associates, Inc.; Hinshon Environmental Consulting; Industrial Furnace Company; and Sigma Consulting, Inc. Other subconsultants selected in cooperation with the City may also be retained, where appropriate, to address a particular issue.

# ORGANIZATIONAL CHART

## CITY OF FLINT – 3-YEAR COMPREHENSIVE REGULATORY COMPLIANCE ASSISTANCE

### CITY OF FLINT

PRINCIPAL-IN-CHARGE  
PROJECT MANAGER  
**\*Jeff Brown, PE**

**TASK 1**  
NPDES PERMIT  
NEGOTIATION AND  
SUPPORT

**\*Corrine Haybarker**  
Dave Filipiak, CHMM

**TASK 2**  
WET WEATHER  
MANAGEMENT

**\*Sarah Rutkowski, PE**  
Caitlin Wineka  
Chuck Carr  
Haley Miller

**TASK 3**  
IPP ASSISTANCE

**\*Corrine Haybarker**  
Dave Filipiak, CHMM

**TASK 4**  
ASSET MANAGEMENT

**\*Josh Redner, PE**  
Erin Szczegielniak, PE  
Andy Austin, PE  
Deann Falkowski, PE  
Danielle Yoon, PE

**TASK 5**  
STORMWATER MANAGEMENT  
PROGRAM

**\*Sarah Rutkowski, PE**  
Brian McKissen, PE, CFM

**OTHER**

**\*Liz Marsh, PE, CHMM**

**GIS**

Michelle Lazar, PE, GISP

\* Key staff, resume included.



## **JEFF BROWN, PE**

**SENIOR VICE PRESIDENT | PRINCIPAL**

Jeff is an experienced civil engineering project manager. His areas of concentration include general municipal engineering, utility master planning, drainage/ stormwater management, utility improvements, water systems, pumping stations, and sanitary sewers.

## **EXPERIENCE**

### **WASTEWATER COLLECTION**

#### **CITY OF FLINT, MICHIGAN SWMM MODEL**

Developed a plan to meet MDEQ requirements for available retention basin capacity at the WPCF. The project included flow monitoring and hydraulic modeling.

#### **CITY OF LANSING, MICHIGAN WET WEATHER CONTROL PLAN**

Project manager for the second phase of the wet weather control plan. The plan includes an overall system model update based on flow metering at over 60 locations, CSO improvements, pump station improvements, and a comprehensive plan to address CSO/SSO issues over the next 20 years.

#### **CLIPPERT STREET**

Project engineer for preliminary design of a 120-cfs stormwater pumping station.

#### **HARTON STREET**

Project engineer for design of a 150-cfs stormwater pumping station.

#### **OKEMOS ROAD**

Project manager for design of a 1,200-gpm sanitary sewer pumping station to serve the Jackson National Life development.

#### **NORTH ALAIEDON PUMP STATION**

Project manager for design of a 1,400-gpm dry pit/wet pit sanding pump station to serve underdeveloped commercial/ industrial areas.

#### **ALAIEDON TOWNSHIP TRUNK SEWER**

Project manager for design of approximately seven miles of sanitary sewer force main.

#### **NORTH PLANT**

Project engineer for a study to evaluate operation of the equipment in the influent structure along with condition of the surface concrete and several miscellaneous improvements.

#### **CSO WWTP IMPROVEMENTS**

Project engineer for pre design for improvements at the WWTP including the equalization basin flushing system and pump replacements.

#### **COLDWATER BPU, MICHIGAN SOUTH ANGOLA ROAD UTILITY STUDY**

Project manager for a study to determine the necessary utility improvements to serve the area along Angola Road south of the city limits.

#### **EAST END SANITARY SEWER STUDY**

Project manager for a study to determine if the City's system had capacity for a proposed development.

### **YEARS OF EXPERIENCE**

17 years — Fishbeck

27 years — total

### **EDUCATION**

BS in Civil Engineering, Michigan State University

### **REGISTRATIONS/ CERTIFICATIONS**

Professional Engineer - Michigan

### **MEMBERSHIPS**

Michigan Water Environment Association

SS Member (Select Society of Sanitary Sludge Shovelers)

Water Environment Federation

Water Environment Association, Ohio

### **AWARDS**

2013 MWEA Collections Systems Engineer of the Year



**JEFF BROWN, PE**  
**SENIOR VICE PRESIDENT |**  
**PRINCIPAL**

**SSES**

Project manager for an SSES to identify infiltration sources as part of an SRF project including flow monitoring, hydraulic modeling, manhole inspections, television inspection, and dye testing.

**WILLOWBROOK PUMP STATION**

Project manager the Willowbrook pump station upgrade design.

**WASHINGTON AND SPRAGUE STREET SANITARY SEWER IMPROVEMENTS**

Project manager for design of improvements, including CIPP lining, sewer replacement, and manhole rehabilitation.

**2010 MANHOLE AND SEWER LINING**

Project manager for design.

**JAY STREET CIPP**

Project manager for design.

**CITY OF LINCOLN PARK, MICHIGAN**  
**SRF PROJECT PLAN**

Project manager responsible for preparing an SRF project plan that included smoke testing, flow monitoring, hydraulic modeling and preparation of a collection system map in GIS.

**CITY OF NILES, MICHIGAN**

**SSES**

Project manager responsible for completing an SSES for the City as part of an SRF project.

**CITY OF ESSEXVILLE, MICHIGAN**  
**HYDRAULIC STUDY**

Project manager responsible for a hydraulic study to determine if the City was in compliance with their current CSO program.

**CLERMONT COUNTY WATER RESOURCES DEPARTMENT | BATAVIA, OHIO**  
**NINE MILE COLLECTION IMPROVEMENTS**

Performed QA/QC for the evaluation of collection system improvements upstream of the Nine Mile WWTP. The evaluation including flow monitoring at six locations that was used to calibrate the County's hydraulic model. The evaluation looked at existing and future flows along with several alternatives for eliminating a capacity restriction in the system.

**LOCUST LAKE LIFT STATION**

Using the existing wet well, this project involved total replacement of the Locust Lake lift station and pump building to eliminate near constant bypass pumping during wet weather events. Performed QA/QC.

**CITY OF GRAND LEDGE, MICHIGAN**  
**SANITARY SEWER MASTER PLAN**

Project manager for preparation of the City's collection and treatment system master plan. Addressing wet weather issues with cost effective solutions was a primary concern. Work included an SSES and application for SRF funding.

**WEST JEFFERSON PUMP STATION**

Project manager for upgrade design for the existing 50-foot-deep pump station.

**CITY OF WILLIAMSTON, MICHIGAN**  
**SANITARY SEWER MASTER PLAN**

Project manager for a collection system master plan to determine the available capacity of the City's system. The City's primary concern was the effect of RDI on the system and preparing an SSES plan to maximize effectiveness.

**VICTORY MEADOWS/LINN ROAD SANITARY SEWER IMPROVEMENTS**

Project manager for design of two suction lift pumping stations to serve two proposed developments and surrounding areas.



## **CORRINE HAYBARKER**

### **ENVIRONMENTAL ENGINEER**

Corrine is an environmental engineer with 14 years of experience providing consulting services on a variety of water, air, industrial, and municipal wastewater engineering projects. Her professional experience includes process design and coordinating environmental compliance issues for a variety of industries and municipalities. Corrine is currently focused on industrial and municipal regulatory compliance.

## **EXPERIENCE**

### **WASTEWATER PROCESS**

#### **IPP ACTIVITIES**

Project engineer responsible for discharge evaluations, headworks loading studies, advanced allocation strategy implementation, procedures manual development, enforcement action support, and/or Michigan approval agency interface for numerous municipal clients

- City of Kalamazoo, Michigan
- City of Lapeer, Michigan
- City of Litchfield, Michigan
- City of Charlotte, Michigan
- City of Wyoming, Michigan
- City of St. Johns, Michigan
- City of Owosso, Michigan
- Delta Charter Township, Michigan
- Coldwater Board of Public Utilities, Michigan
- Lakewood Wastewater Authority, Michigan
- City of Ann Arbor, Michigan

Prepared IPP permit compliance Industrial User Discharge Reports for industrial users

- Woodward; Fort Collins and Loveland, Colorado
- Hewlett Packard, Fort Collins, Colorado
- WaterPik; Fort Collins, Colorado
- Whip Mix, Fort Collins, Colorado
- Florida Cir Tech, Greeley, Colorado
- Colorado Premium, Greeley, Colorado
- APW Wyott, Cheyenne, Wyoming
- Avago Technologies, Fort Collins, Colorado

#### **NPDES PERMITTING ACTIVITIES**

Engineer responsible for activities such as renewal applications and assistance with Michigan approval agency negotiations for municipal clients.

- City of Flint, Michigan
- City of St. Johns, Michigan
- City of Litchfield, Michigan
- City of New Baltimore, Michigan
- City of Petoskey, Michigan
- City of Holland, Michigan
- City of Ionia, Michigan

#### **MERCURY MINIMIZATION**

Project engineer responsible for assistance in planning and implementing mercury minimization programs for municipal wastewater treatment facilities. These efforts have included programmed sampling, user surveys, source identification studies, sewer use ordinance modifications, and/or enforcement assistance for various municipal clients.

#### **YEARS OF EXPERIENCE**

4 years — Fishbeck

14 years — total

#### **EDUCATION**

BS in Environmental Engineering  
Colorado State University

#### **REGISTRATIONS/ CERTIFICATIONS**

Engineer in Training



**CORRINE  
HAYBARKER**  
ENVIRONMENTAL ENGINEER

- City of Ann Arbor, Michigan
- City of Grand Ledge, Michigan
- City of Ionia, Michigan
- City of Ithaca, Michigan
- City of Bad Axe, Michigan

**SADDLER RIDGE METROPOLITAN DISTRICT | SEVERANCE, COLORADO**

Project engineer for the process design and detailed design drawings and specifications for a municipal MBR water reclamation facility and influent sewer.

**VILLAGE OF ST. PARIS, OHIO**

Project engineer for WWTP influent fine screen and building design, specifications, and contract documents.

**CITY OF COLUMBUS, OHIO**

Analyzed and reported on flow monitoring and field inspection data to quantify private inflow and infiltration rates from individual houses and sub-basins in the project area.

**PORT COLUMBUS INTERNATIONAL AIRPORT | COLUMBUS, OHIO**

Project engineer responsible for design of a glycol collection system diversion valve vault.

**STORMWATER**

**CITY OF COLUMBUS, OHIO**

**REGULATORY ASSISTANCE**

- Developed select sections of the stormwater management plan (SWMP).
- Collected wet weather stormwater samples in accordance with NPDES stormwater permit.
- Analyzed and reported on rainfall data, flow results, and water quality results.

**INFLOW/INFILTRATION STUDY**

Analyzed and reported on flow monitoring and field inspection data to quantify private inflow and infiltration rates from individual houses and sub-basins in the project area.

**ENVIRONMENTAL MANAGEMENT SERVICES**

**WESTWATER FARMS PRODUCED WATER TREATMENT FACILITY | WESTWATER, UTAH**

Project engineer responsible the development of a UPDES permit application for a natural gas production water recycling facility.

**GOLDEN BUFFS HOTEL | BOULDER, COLORADO**

Project engineer responsible for the development and submittal of a discharge permit application for groundwater resulting from construction of a new hotel.

**STERLING ETHANOL | STERLING, COLORADO**

Project engineer responsible for the development and submittal of an industrial individual wastewater discharge permit for an ethanol production facility.

**ROYAL GORGE BRIDGE AND PARK | CANON CITY, COLORADO**

- Project engineer responsible for the development and submittal of the site applications for the WTP and WWTP.
- Project engineer responsible for the development and submittal of the preliminary effluent limit application for the WWTP.

**AIR REGULATORY ASSISTANCE**

**WESTWATER FARMS PRODUCED WATER TREATMENT FACILITY | WESTWATER, UTAH**

Project engineer responsible for air emission calculations and permit application submittal for a natural gas production water recycling facility.



**SARAH RUTKOWSKI, PE**  
**SENIOR WATER & WASTEWATER ENGINEER**

Sarah is a project engineer involved in planning and analysis of wastewater, stormwater, and water distribution systems. She specializes in the wastewater flow monitoring studies for I/I programs and the hydrologic/hydraulic analysis of collection systems in InfoWorks ICM, EPA SWMM, and XP SWMM modeling software.

**YEARS OF EXPERIENCE**

5 years  Fishbeck  
8 years  total

**EDUCATION**

MS in Agricultural and Biological Engineering, Purdue University

BS in Agricultural and Biological Engineering, Purdue University

**REGISTRATIONS/  
CERTIFICATIONS**

Professional Engineer - Michigan

Envision Sustainability Professional

**MEMBERSHIPS**

American Society of Civil Engineers

Michigan Water Environment Association

**EXPERIENCE**

**WASTEWATER COLLECTION**

**CITY OF FLINT, MICHIGAN**  
**FLOW MONITORING AND HYDRAULIC MODELING**

Project Engineer providing support to the City's sanitary sewer flow metering and hydraulic modeling program. Tasks include monthly review and analysis of the City's flow monitoring data. Analyzed data to determine areas most prone to inflow and infiltration, recommend areas for future sewer rehabilitation, and evaluation of flow reductions following improvement projects throughout the service area

Performed a recalibration of the City's hydraulic model in 2017/2018 to assess compliance with the 25-Year 24 hour remedial design storm and provided guidance to the City on wet weather regulatory compliance. Also provided hydraulic model analysis to support other projects and initiatives proposed by the City.

**GREAT LAKES WATER AUTHORITY, MICHIGAN**  
**COMPREHENSIVE REGIONAL WASTEWATER MASTER PLAN**

GLWA formed in 2015 to provide water and wastewater service to the greater Detroit Regional System. In 2017, GLWA initiated a comprehensive wastewater master plan. Tasks under the project include First Tier customer outreach and coordination, collection and analysis of customer service area characteristics, contract capacity review, regulatory compliance, and MS-4/illicit discharge information to support the Authority's future decision making.

**MACOMB COUNTY PUBLIC WORKS OFFICE, MICHIGAN**  
**8 1/2 MILE RELIEF DRAIN DRAINAGE DISTRICT WASTEWATER ASSET MANAGEMENT PROGRAM**

- Completed a green infrastructure study for the drainage district. Selected feasible BMP options for the drainage district based on land use and soil type and analyzed the effectiveness to reduce peak runoff and volume to the Chapaton RTB using the existing XP-SWMM hydraulic model. The outcome of the project was a stormwater reduction scoping tool to use in evaluating potential stormwater reduction for future green infrastructure projects.
- Assisted with horizontal asset inventory, condition assessments, and criticality
- Developed work order forms and maintenance calendar for Chapaton RTB vertical assets

**MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT WASTEWATER MASTER PLAN**

A wastewater master plan is currently being developed for the Macomb Interceptor Drain Drainage District (MIDDD) through the year 2045. Project role included performing a recalibration of the existing MIDDD model hydrology for each customer billing meter. A future conditions model was also developed using estimates of projected sewerage areas and populations. The existing and future conditions models were used to analyze improvement alternatives to accommodate the current and future MIDDD customers through the year 2045.



**SARAH  
RUTKOWSKI, PE  
WATER & WASTEWATER  
ENGINEER**

**8 ½ MILE RELIEF DRAIN DRAINAGE DISTRICT - SRF PROJECT PLAN**

Developed SRF Project Plan in 2019 for the District on behalf of the Macomb County Public Works Office. Proposed projects include control measures to reduce the frequency and volume of partially treated combined sewer overflows from the Chapaton Retention Treatment Basin (RTB) into Lake St. Clair, including expansion of the Chapaton RTB and addition of in-system storage control structures in the 8 ½ Mile Drain. The SRF funding requested for both projects is \$30.3 million.

**CITY OF LANSING, MICHIGAN  
HYDRAULIC MODEL CAPACITY STUDIES**

Reviewed and updated the City's InfoWorks ICM hydraulic model to assess sewer capacity for proposed commercial and residential developments. Provided recommendations for handling the additional flow based on modeling results.

**METROPOLITAN SEWER DISTRICT OF GREATER CINCINNATI, OHIO  
I/I PROGRAM SUPPORT**

Analyzed sewer system flow meter data for quarterly reports. Calculated dry weather and wet weather flow metrics in EPA SSOAP Toolbox from over 100 meter locations in the system for the quarterly flow monitoring program. Ranked sanitary sewer districts using available GIS data to recommend the highest priority areas for rehabilitation projects. Assembled cost estimates for maintenance packages.

**CITY OF RIVERVIEW, MICHIGAN  
WASTEWATER SAW ASSET MANAGEMENT PROGRAM**

Developed, calibrated, and analyzed a sanitary sewer hydraulic model in XP-SWMM software. Assessed model results from the historic August 11, 2014, rainfall event and the 25-year, 24-hour storm to evaluate capacity and potential hydraulic restrictions within the collection system. Project also included a planning level design of Lift Station improvements and storage basin for area with high I/I.

**CITY OF FLAT ROCK, MICHIGAN  
WASTEWATER SAW ASSET MANAGEMENT PROGRAM**

Collected and analyzed flow data for 10 meters within the sanitary sewer network. Calculated flow metrics and compared the data against USEPA standards for dry and wet weather I/I. Recommended projects in the highest priority districts for the capital improvement plan.

**CITY OF GIBRALTAR, MICHIGAN  
WASTEWATER SAW ASSET MANAGEMENT PROGRAM**

Analyzed and collected flow data for meters within the sanitary sewer network. Calculated flow metrics and compared the data against USEPA standards for dry and wet weather I/I. Recommended projects in the highest priority districts for the capital improvement plan.

**STORMWATER**

**OAKLAND COUNTY WATER RESOURCES COMMISSIONER, MICHIGAN  
MINNOW POND DRAIN - HALSTED ROAD DRAIN CROSSING STUDY**

Prepared HEC-RAS hydraulic model to analyze Minnow Pond Drain at Halsted Road under existing conditions and with proposed improvements. The road is frequently closed due to flooding. Prepared USACE/MDEQ joint permit application to complete construction activities.

**WASHTENAW COUNTY WATER RESOURCES COMMISSIONER, MICHIGAN  
JJ KNAPP DRAIN HYDRAULIC ASSESSMENT AND CULVERT REPLACEMENT**

Prepared HEC-RAS hydraulic model of the J.J. Knapp Drain at two road crossings and completed the engineering design for culvert replacement and stream rehabilitation. The crossings at both locations have exceeded their useful life and one crossing is permanently closed for safety reasons. The study and resulting design improves the hydraulic capacity from existing conditions.



## **JOSH REDNER, PE**

### **SENIOR WATER & WASTEWATER ENGINEER**

Josh is a design engineer and technical consultant on municipal and industrial wastewater treatment projects. He has specific experience in the planning, design, and implementation phases for mechanical, biological, and chemical treatment systems and asset management and wastewater regulations.

## **EXPERIENCE**

### **STUDIES**

#### **CITY OF FLINT, MICHIGAN**

Project engineer for a study to right-size an existing main sanitary lift station and provide wet weather pumping capacity.

#### **CITY OF ST. JOHNS, MICHIGAN**

Project manager and engineer for WWTP facility master plan that established a pathway to implement approximately \$23 million of improvements over 15 years.

#### **CITY OF REED CITY, MICHIGAN**

Project manager and engineer for planning phase of WWTP improvements that will upgrade aging facilities. Construction expected to begin in 2021.

#### **CITY OF COLDWATER, MICHIGAN**

Project manager and engineer for WWTP asset management master plan and ongoing treatment improvements investigation.

#### **CITY OF NILES, MICHIGAN**

Project engineer for WWTP asset management master planning. Anticipated improvements include grit removal, influent sanitary screening, wet weather flow improvements, and disinfection improvements.

#### **CITY OF GRANDVILLE, MICHIGAN**

Helped the City identify I/I sources throughout their collection system. Study included extensive flow monitoring, televising, smoke testing, and field observations.

#### **VILLAGE OF CALEDONIA, MICHIGAN**

Prepared a feasibility study to identify option for continued sanitary sewer service. Study used a triple bottom line approach to identify the long-term recommended alternative.

#### **CITY OF HUDSON, MICHIGAN**

Helped the City with the planning phase of WWTP and collection system improvements by preparing a Michigan SRF Project Plan. This report helped the City secure SRF financing for system improvements.

### **ASSET MANAGEMENT/O&M**

Helped various communities evaluate the existing condition of collection system and WWTP assets to develop capital improvements plans that address the short- and long-term needs of their facilities.

- Village of Bellaire, Michigan
- City of Grandville, Michigan

### **YEARS OF EXPERIENCE**

3 years — Fishbeck

11 years — total

### **EDUCATION**

BS in Civil and Environmental Engineering, University of Michigan

### **REGISTRATIONS/ CERTIFICATIONS**

Professional Engineer - Michigan

### **MEMBERSHIPS**

Michigan Water Environment Association

Water Environment Federation

### **AWARDS**

2012 New Professional of the Year, Michigan Water Environment Association

2019 Kenneth J. Miller Founders' Award, Michigan Water Environment Association



**JOSH REDNER, PE**  
**SENIOR WATER &**  
**WASTEWATER ENGINEER**

- City of Belding, Michigan
- Village of Baldwin, Michigan
- Lakewood Wastewater Authority, Lake Odessa, Michigan

**REGULATORY ASSISTANCE**

**JACK BROWN PRODUCE, LLC | SPARTA, MICHIGAN**

Helped negotiate a new NPDES permit for this apple processing facility, including flow monitoring and waste characterization study.

**WATER & WASTEWATER PROCESS**

**CITY OF LUDINGTON, MICHIGAN**

Project manager and design engineer for the design and construction of wastewater system pump station improvements, screening and grit removal, extended aeration biological treatment system, biosolids storage facility, and disinfection system.

**CITY OF CALEDONIA, MICHIGAN**

Project manager and design engineer for planning and design of wastewater system improvements to the existing SBR WWTP. Assisted in design validation, funding acquisition, and improvements design. Construction to begin in fall 2020.

**CITY OF HILLSDALE, MICHIGAN**

Project engineer for design and construction of WWTP improvements including influent pumping, grit removal, primary clarification, primary sludge pumping, secondary clarification, RAS and WAS pumping, tertiary filtration, and anaerobic digester modifications.

**CITY OF GRANDVILLE, MICHIGAN**

Design engineer for WWTP improvements including screening, grit removal, primary clarifiers, aeration basins, final clarifiers, UV system improvements, and anaerobic digestion with a cogeneration system to capture and beneficially reuse biogas.

**CITY OF CHARLOTTE, MICHIGAN**

Design engineer for the implementation of a UV disinfection system at the WWTP, which replaced the existing chlorine disinfection system.

**VILLAGE OF SARANAC, MICHIGAN**

Project engineer for replacement of the influent pumping system at the WWTP.

**HOMESTEAD DAIRY, LLC | PLYMOUTH, INDIANA**

Design engineer for planning, design, and construction of an anaerobic digestion facility including co-digestion to increase biogas yield

**MONTGOMERY COUNTY, INDIANA**

Design engineer for creation of a new collection system and SBR WWTP. The sanitary sewer system replaced failing onsite treatment systems and allowed continued economic growth in the area.

**CITY OF ZEELAND, MICHIGAN**

- Assisted with construction engineering for WWTP improvements, including screening, grit removal, sludge storage, and a non-potable water system.
- Project engineer for design and construction of a high-pressure booster pump replacement project for the BPU.

**CITY OF GRAND RAPIDS, MICHIGAN**

Assisted with design and construction engineering for a sanitary lift station replacement project.



## LIZ MARSH, PE, CHMM

### SENIOR ENVIRONMENTAL ENGINEER

Liz specializes in auditing, regulatory compliance, due diligence, and emergency response activities with a focus on waste management - including Resource Conservation and Recovery Act (RCRA) and Toxic Substance Control Act (TSCA) waste. She specializes in regulatory compliance and due diligence for the automotive, food, consumer goods, utilities, rail, and oil and gas sectors. Liz's environmental compliance experience includes hands-on experience at two automotive manufacturing plants, managing the solid and hazardous waste in addition to the recycling. She is an experienced multimedia environmental compliance auditor, leading or participating in over 100 environmental compliance audits across the world. She has helped clients develop and maintain environmental compliance programs and management systems. Liz also has site investigation, remediation, plant decommissioning, closure, and demolition experience.

### YEARS OF EXPERIENCE

3 years — Fishbeck  
25 years — total

### EDUCATION

Graduate Certificate in Hazardous Waste Control, Wayne State University

BS in Civil/Environmental Engineering, University of Michigan

### REGISTRATIONS/ CERTIFICATIONS

Professional Engineer Michigan

Certified Hazardous Materials Manager

HAZWOPER Site Worker

MDEQ Stormwater Management Certification for Industrial Sites

### TRAINING

USDOT Hazardous Materials Shipping

### AFFILIATIONS

Alliance of Hazardous Materials Professionals

- Director, 2011-2014
- Secretary, 2015
- Awards Committee Member, 2016

## EXPERIENCE

### ENVIRONMENTAL PROGRAMS

#### CITY OF FLINT, MICHIGAN

#### RISK MANAGEMENT PLAN (RMP) AND PROCESS SAFETY MANAGEMENT (PSM)

Project engineer and lead auditor for RMP and PSM audits. Prepared RMP submittal and updated RMP and PSM documentation.

#### CITY OF KALAMAZOO, MICHIGAN

#### RISK MANAGEMENT PLAN

Project engineer and lead auditor for RMP audit. Prepared RMP submittal and updated RMP documentation.

#### ALLNEX | KALAMAZOO, MICHIGAN

#### RISK MANAGEMENT PLAN

Project engineer and lead auditor for RMP audit. Prepared RMP submittal.

### VARIOUS MANUFACTURING AND INDUSTRIAL PLANTS | THROUGHOUT UNITED STATES (28 STATES AND 1 TERRITORY)

#### ENVIRONMENTAL COMPLIANCE AUDITING AND SUPPORT

Project manager and lead auditor for multimedia environmental compliance audits addressing the following topics:

- Emergency Planning and Community Right-To-Know Act (EPCRA)
- Air emissions
- Hazardous and solid waste (RCRA)
- Stormwater discharge
- Hazardous materials transportation
- TSCA
- Industrial wastewater discharge
- Spill prevention, control, and countermeasures (SPCC)
- National Pollutant Discharge Elimination System (NPDES)
- Drinking water
- UST
- Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA)
- Manufacturing plants include:
  - Boat manufacturing
  - Engine manufacturing
  - Glass manufacturing



## **LIZ MARSH, PE, CHMM**

**SENIOR ENVIRONMENTAL  
ENGINEER**

### **AFFILIATIONS, CONTINUED**

Certified Hazardous Materials  
Managers, Michigan Chapter

- President and Chairperson of Membership Committee, 2009
- Past President, 2010
- Director, 2011-2012, 2018-Present
- Chairperson of Education Committee, 2013

- Aerospace propulsion manufacturing
- Bowling products manufacturing
- Fitness equipment manufacturing
- Food manufacturing

Industrial facilities include:

- Treatment, storage, and disposal facilities (TSDFs)
- Light product terminals
- Asphalt terminals
- Salt storage terminals
- Coke batteries
- Oilseeds processing
- Railroad yards
- Marine distribution facilities

### **VARIOUS ACTIVE MANUFACTURING AND INDUSTRIAL PLANTS | THROUGHOUT UNITED STATES (28 STATES AND 1 TERRITORY) REGULATORY COMPLIANCE ASSISTANCE**

Developed and implemented processes and procedures to maintain environmental compliance with permits. Prepared and submitted required reporting requirements associated with:

- Air emissions
- Hazardous and solid waste (RCRA)
- EPCRA
- Industrial wastewater discharge
- NPDES

### **GENERAL MOTORS CORPORATION | MICHIGAN AND NEW YORK REGULATORY COMPLIANCE ASSISTANCE**

Member of decommissioning team tasked with identifying environmental liabilities prior to plant decommissioning and closure. Reviewed and cataloged historical environmental files for use after plant closure. Closed applicable environmental permits associated with manufacturing activities. Developed and implemented processes and procedures to maintain environmental compliance with permits remaining after plant closure. Prepared and submitted required reports associated with air emissions, hazardous waste, EPCRA, industrial wastewater discharge, and NPDES.

### **FORD MOTOR COMPANY | MINNESOTA AND VIRGINIA REGULATORY COMPLIANCE ASSISTANCE**

Member of decommissioning team tasked with identifying environmental liabilities prior to plant decommissioning and closure. Reviewed and cataloged historical environmental files for use after plant closure.

### **CSX TRANSPORTATION | KENTUCKY REGULATORY COMPLIANCE ASSISTANCE AT LARGE-SCALE DERAILMENT**

Member of onsite emergency response team. Tasked with characterization, profiling, and management of nonhazardous and hazardous waste generated during spill cleanup. Developed and implemented processes and procedures to track waste movement from derailment area into appropriate waste container at the waste storage area. Developed and implemented waste shipping processes and procedures. Obtained contained-in determination from state agency to minimize hazardous waste.

### **GENERAL MOTORS CORPORATION | MULTIPLE SITES, MICHIGAN ISO 14001 IMPLEMENTATION**

Key member of cross-functional team that successfully implemented ISO 14001 and project manager/coordinator responsible for developing procedures for ISO 14001 implementation for various locations in Michigan.

## 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: Coldwater Board of Public Utilities | Coldwater, Michigan

Contact Person: Jon Foley Title: WWTP Superintendent

Address: 1 Grand Street

City: Coldwater State: Michigan Zip: 49036

Telephone: 517.279.9531 Fax: \_\_\_\_\_

Email: jfoley@coldwater.org

Type of Project: Technical and regulatory assistance: evaluation of local limits, SAL Program, Manual of Procedures, Enforcement Response Plan, Surchage rate evaluation; industrial user permits development and reviews.

Project Timeline (Dates): 2017 - Present Budget: \$9,500 per fiscal year

### Reference #2:

Company/Municipality: City of Ionia, Michigan

Contact Person: Chris Kenyon Title: Utilities Director

Address: 720 Wells Street

City: Ionia State: Michigan Zip: 48846

Telephone: 616.523.0165 Fax: \_\_\_\_\_

Email: CKenyon@ci.ionia.mi.us

Type of Project: Technical/regulatory assistance: NPDES permit compliance, reissuance, negotiations with EGLE; assistance with IPP and Mercury PMP; compliance with EGLE IPP PFAS Initiative, other WWTP-related regulatory issues as required.

Project Timeline (Dates): 2004 - Present Budget: \$60,000 annually

### Reference #3:

Company/Municipality: City of Ann Arbor, Michigan

Contact Person: Keith Sanders Title: Wastewater Treatment Services Assistant Mgr.

Address: 49 South Dixboro Road

City: Ann Arbor State: Michigan Zip: 48105

Telephone: 734.794.6450 Fax: \_\_\_\_\_

Email: ksanders@a2gov.org

Type of Project: Technical and regulatory assistance: NPDES permit compliance and negotiations with EGLE, administration of IPP, assistance with Mercury PMP, other WWTP-related regulatory issues as they arise.

Project Timeline (Dates): 2005 - Present Budget: \$24,500 per fiscal year

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

**BID#:** 21000533

The prospective participant certifies, to the best of its knowledge and belief, that it, its principals, and that of their subcontractor and/ or sub-subcontractors and their 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.

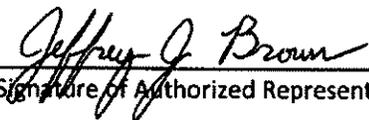
I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award.

Jeffrey J. Brown, PE | Principal, Senior Vice President

Name and Title of Authorized Representative

Fishbeck

Name of Participant Agency or Firm

  
Signature of Authorized Representative

6/17/2020

Date

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Professional Underwriters, Inc 39475 W 13 Mile Rd #106 Novi MI 48377		<b>CONTACT NAME:</b> Melissa Merriman <b>PHONE (A/C, No, Ext):</b> 248.553.8300 <b>FAX (A/C, No):</b> 248.553.8305 <b>E-MAIL ADDRESS:</b> mmerriman@profunderwriters.com	
<b>INSURED</b> Fishbeck 1515 Arboretum Dr., SE Grand Rapids MI 49546		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>FISHB-1</b>		<b>INSURER A:</b> National Fire Ins. of Hartford	<b>NAIC #</b> 20478
		<b>INSURER B:</b> Valley Forge Insurance Co.	<b>NAIC #</b> 20508
		<b>INSURER C:</b> Continental Casualty Company	<b>NAIC #</b> 20443
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 825057792

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		6043508076	11/1/2019	11/1/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		6043508093	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		6045517776	11/1/2019	11/1/2020	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	6045517776	11/1/2019	11/1/2020	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$500,000 E L DISEASE - EA EMPLOYEE \$500,000 E L DISEASE - POLICY LIMIT \$500,000
C	<b>Professionals Liability</b> Claims made basis		AEH-254038073	10/31/2019	10/31/2020	Per claim 3,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

PROPOSAL PURPOSES ONLY  
 1515 Arboretum Drive SE  
 Grand Rapids MI 49546

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**CITY OF FLINT, MICHIGAN AFFIDAVIT**

**AFFIDAVIT FOR INDIVIDUAL**

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

S.S.

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

\_\_\_\_\_ being duly sworn, deposes and says that they are 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 they have not directly or indirectly induced or solicited any bidder to put in a sham bid; that they have not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that they have not in any manner sought by collusion to secure themselves 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 \_\_\_\_\_

**FOR CORPORATION**

STATE OF Michigan

S.S.

COUNTY OF Kent

Jeffrey J. Brown, PE being duly sworn, deposes and says that she/he/they is Principal/Sr. Vice President of Fishbeck

(Official Title)

(Name of Corporation)

a corporation duly organized and doing business under the laws of the State of Michigan the corporation making the within and foregoing bid; that they 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 they have not and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding; that they have not and said bidder has not in any manner sought by collusion to secure to themselves or to said corporation an advantage over other bidders.

Subscribed and sworn to before me at Kent County, MI, in said County and State, this 15th day of June, A.D. 2020

Laura A. Carbon  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF KENT  
MY COMMISSION EXPIRES MAR 27, 2023  
ACTING IN COUNTY OF KENT

\*Notary Public Laura A. Carbon county, \_\_\_\_\_

My Commission expires March 27, 2026

**FOR PARTNERSHIP**

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

S.S.

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

\_\_\_\_\_ being duly sworn, deposes and says that they are a member of the firm of \_\_\_\_\_, a co-partnership, making the above bid; that they are duly authorized to make said bid on behalf of said co-partnership; 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 they have and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that they have not and said bidder has not in any manner sought by collusion to secure to themselves 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\_\_\_\_\_

**FOR AGENT**

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

S.S.

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

\_\_\_\_\_ being duly sworn, deposes and says that they executed the within and foregoing bid in behalf of \_\_\_\_\_, the bidder therein named, they 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 they have not and said bidder has not directly or indirectly induced or solicited any bidder to put in a sham bid; that they have not and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that they have not and said bidder has not in any manner sought by collusion to secure to themselves 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\_\_\_\_\_

*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.*



RESOLUTION NO.: 210267

PRESENTED: JUN - 6 2021

ADOPTED: \_\_\_\_\_

(Proposal #20000558)

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO SPALDING DEDECKER FOR PRELIMINARY ENGINEERING (PE) TO REHABILITATE MILLER RD. FROM HAMMERBERG TO BALLENGER HWY. CHANGE ORDER**

On May 26, 2020, the Proper City Officials were authorized to enter into a contract per resolution #210214 with Spalding DeDecker, 905 South Blvd. East, Rochester Hills, Michigan for Preliminary Engineering (PE) services to rehabilitate Miller Rd. from Hammerberg to Ballenger Hwy. in an amount not to exceed \$209,508.09, and

The original scope of work included a water main design for the entire length of the project. This was removed from the scope of work between the submittal of the preliminary plans and the final submittal package to MDOT. This caused substantial revisions to the design. The cost of removing the water main and making substantial changes to the design has resulting in additional fees in the amount of \$25,000.00. Funding for said services will come from the following account:

496-555.000-801.066	Water Capital Projects Grant Fund	\$25,000.00
FEPA18WIIN-1		

**IT IS RESOLVED**, that the Proper City Officials, upon City Council's approval, are hereby authorized to enter into change order #1 to the contract with Spalding DeDecker to facilitate a design change during the Preliminary Engineering (PE) Services to rehabilitate Miller Rd., in an amount not to exceed \$25,000.00 and a revised aggregate amount of \$234,508.09. (Water Capital Projects Fund)

APPROVED PURCHASING DEPT:

Jennifer Ryan  
Jennifer Ryan (Jun 2, 2021 11:45 EDT)

Jennifer Ryan  
Deputy Finance Director

APPROVED AS TO FINANCE:

Shelbi Frayer  
Shelbi Frayer (Jun 2, 2021 11:54 EDT)

Shelbi Frayer  
Chief Finance Officer

APPROVED AS TO FORM:

Angela Wheeler  
Angela Wheeler, Chief Legal Officer

CLYDE D EDWARDS  
CLYDE D EDWARDS (Jun 2, 2021 12:37 EDT)

Clyde Edwards, City Administrator

CITY COUNCIL:

Kate Fields  
Kate Fields, Council President

**RESOLUTION STAFF REVIEW FORM**

**TODAY'S DATE:** May 21, 2021

**BID/PROPOSAL#** 20000558

**AGENDA ITEM TITLE:** Resolution for design changes to the Miller Rd. rehabilitation

**PREPARED BY** Kathryn Neumann for Michael Brown, Director of Public Works

**VENDOR NAME:** Spalding DeDecker

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

On May 26, 2020, the Proper City Officials authorized the issuance of a contract to Spalding DeDecker for the Miller Rd. rehabilitation from Hammerberg to Ballenger Hwy. The original scope of work included a water main design for the entire length of the project. This was removed from the scope of work between the submittal of the preliminary plans and the final submittal package to MDOT. This caused substantial revisions to the design. The cost of removing the water main and making substantial changes to the design has resulting in additional fees in the amount of \$25,000.00

**FINANCIAL IMPLICATIONS:** There is money in the account listed below.

**BUDGETED EXPENDITURE?** YES  NO  IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
496	Water Capital Projects Grant Fund	555.000-801.066	FEP18WIIN-1	\$25,000.00

**PRE-ENCUMBERED?** YES  NO  **REQUISITION NO:** 21004565

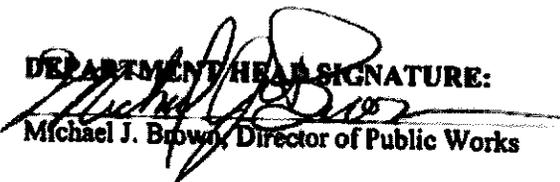
**ACCOUNTING APPROVAL:** Kirstie Troup **Date:** 5/21/21

**WILL YOUR DEPARTMENT NEED A CONTRACT?** YES  NO   
(If yes, please indicate how many years for the contract) 1 YEAR

**OTHER IMPLICATIONS (i.e., collective bargaining):** None

**STAFF RECOMMENDATION: (PLEASE SELECT):**  APPROVED  NOT APPROVED

**DEPARTMENT HEAD SIGNATURE:**

  
Michael J. Brown, Director of Public Works

# FACT SHEET: The Coronavirus State and Local Fiscal Recovery Funds Will Deliver \$350 Billion for State, Local, Territorial, and Tribal Governments to Respond to the COVID-19 Emergency and Bring Back Jobs

May 10, 2021

*Aid to state, local, territorial, and Tribal governments will help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery*

Today, the U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments. Treasury also released details on how these funds can be used to respond to acute pandemic response needs, fill revenue shortfalls among these governments, and support the communities and populations hardest-hit by the COVID-19 crisis. With the launch of the Coronavirus State and Local Fiscal Recovery Funds, eligible jurisdictions will be able to access this funding in the coming days to address these needs.

State, local, territorial, and Tribal governments have been on the frontlines of responding to the immense public health and economic needs created by this crisis – from standing up vaccination sites to supporting small businesses – even as these governments confronted revenue shortfalls during the downturn. As a result, these governments have endured unprecedented strains, forcing many to make untenable choices between laying off educators, firefighters, and other frontline workers or failing to provide other services that communities rely on. Faced with these challenges, state and local governments have cut over 1 million jobs since the beginning of the crisis. The experience of prior economic downturns has shown that budget pressures like these often result in prolonged fiscal austerity that can slow an economic recovery.

To support the immediate pandemic response, bring back jobs, and lay the groundwork for a strong and equitable recovery, the American Rescue Plan Act of 2021 established the Coronavirus State and Local Fiscal Recovery Funds, designed to deliver \$350 billion to state, local, territorial, and Tribal governments to bolster their response to the COVID-19 emergency and its economic impacts. Today, Treasury is launching this much-needed relief to:

- Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control;
- Replace lost public sector revenue to strengthen support for vital public services and help retain jobs;
- Support immediate economic stabilization for households and businesses; and,
- Address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic on certain populations.

The Coronavirus State and Local Fiscal Recovery Funds provide substantial flexibility for each jurisdiction to meet local needs—including support for households, small businesses, impacted industries, essential workers, and the communities hardest-hit by the crisis. These funds also deliver resources that recipients can invest in building, maintaining, or upgrading their water, sewer, and broadband infrastructure.

Starting today, eligible state, territorial, metropolitan city, county, and Tribal governments may request Coronavirus State and Local Fiscal Recovery Funds through the Treasury Submission Portal. Concurrent with this program launch, Treasury has published an Interim Final Rule that implements the provisions of this program.

## **FUNDING AMOUNTS**

The American Rescue Plan provides a total of \$350 billion in Coronavirus State and Local Fiscal Recovery Funds to help eligible state, local, territorial, and Tribal governments meet their present needs and build the foundation for a strong recovery. Congress has allocated this funding to tens of thousands of jurisdictions. These allocations include:

<b>Type</b>	<b>Amount (\$ billions)</b>
States & District of Columbia	\$195.3
Counties	\$65.1
Metropolitan Cites	\$45.6
Tribal Governments	\$20.0
Territories	\$4.5
Non-Entitlement Units of Local Government	\$19.5

Treasury expects to distribute these funds directly to each state, territorial, metropolitan city, county, and Tribal government. Local governments that are classified as non-entitlement units will receive this funding through their applicable state government. Treasury expects to provide further guidance on distributions to non-entitlement units next week.

Local governments should expect to receive funds in two tranches, with 50% provided beginning in May 2021 and the balance delivered 12 months later. States that have experienced a net increase in the unemployment rate of more than 2 percentage points from February 2020 to the latest available data as of the date of certification will receive their full allocation of funds in a single payment; other states will receive funds in two equal tranches. Governments of U.S. territories will receive a single payment. Tribal governments will receive two payments, with the first payment available in May and the second payment, based on employment data, to be delivered in June 2021.

## **USES OF FUNDING**

Coronavirus State and Local Fiscal Recovery Funds provide eligible state, local, territorial, and Tribal governments with a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, more equitable economy as the country recovers. Within the categories of eligible uses, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities. Recipients may use Coronavirus State and Local Fiscal Recovery Funds to:

- **Support public health expenditures**, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
- **Address negative economic impacts caused by the public health emergency**, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- **Provide premium pay for essential workers**, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Within these overall categories, Treasury’s Interim Final Rule provides guidelines and principles for determining the types of programs and services that this funding can support, together with examples of allowable uses that recipients may consider. As described below, Treasury has also designed these provisions to take into consideration the disproportionate impacts of the COVID-19 public health emergency on those hardest-hit by the pandemic.

#### 1. Supporting the public health response

Mitigating the impact of COVID-19 continues to require an unprecedented public health response from state, local, territorial, and Tribal governments. Coronavirus State and Local Fiscal Recovery Funds provide resources to meet these needs through the provision of care for those impacted by the virus and through services that address disparities in public health that have been exacerbated by the pandemic. Recipients may use this funding to address a broad range of public health needs across COVID-19 mitigation, medical expenses, behavioral healthcare, and public health resources. Among other services, these funds can help support:

- **Services and programs to contain and mitigate the spread of COVID-19, including:**
  - ✓ Vaccination programs
  - ✓ Medical expenses
  - ✓ Testing
  - ✓ Contact tracing
  - ✓ Isolation or quarantine
  - ✓ PPE purchases
  - ✓ Support for vulnerable populations to access medical or public health services
  - ✓ Public health surveillance (e.g., monitoring for variants)
  - ✓ Enforcement of public health orders
  - ✓ Public communication efforts
  - ✓ Enhancement of healthcare capacity, including alternative care facilities
  - ✓ Support for prevention, mitigation, or other services in congregate living facilities and schools
  - ✓ Enhancement of public health data systems
  - ✓ Capital investments in public facilities to meet pandemic operational needs
  - ✓ Ventilation improvements in key settings like healthcare facilities

- **Services to address behavioral healthcare needs exacerbated by the pandemic, including:**
  - ✓ Mental health treatment
  - ✓ Substance misuse treatment
  - ✓ Other behavioral health services
  - ✓ Hotlines or warmlines
  - ✓ Crisis intervention
  - ✓ Services or outreach to promote access to health and social services
- **Payroll and covered benefits expenses** for public health, healthcare, human services, public safety and similar employees, to the extent that they work on the COVID-19 response. For public health and safety workers, recipients can use these funds to cover the full payroll and covered benefits costs for employees or operating units or divisions primarily dedicated to the COVID-19 response.

## 2. **Addressing the negative economic impacts caused by the public health emergency**

The COVID-19 public health emergency resulted in significant economic hardship for many Americans. As businesses closed, consumers stayed home, schools shifted to remote education, and travel declined precipitously, over 20 million jobs were lost between February and April 2020. Although many have since returned to work, as of April 2021, the economy remains more than 8 million jobs below its pre-pandemic peak, and more than 3 million workers have dropped out of the labor market altogether since February 2020.

To help alleviate the economic hardships caused by the pandemic, Coronavirus State and Local Fiscal Recovery Funds enable eligible state, local, territorial, and Tribal governments to provide a wide range of assistance to individuals and households, small businesses, and impacted industries, in addition to enabling governments to rehire public sector staff and rebuild capacity. Among these uses include:

- **Delivering assistance to workers and families**, including aid to unemployed workers and job training, as well as aid to households facing food, housing, or other financial insecurity. In addition, these funds can support survivor's benefits for family members of COVID-19 victims.
- **Supporting small businesses**, helping them to address financial challenges caused by the pandemic and to make investments in COVID-19 prevention and mitigation tactics, as well as to provide technical assistance. To achieve these goals, recipients may employ this funding to execute a broad array of loan, grant, in-kind assistance, and counseling programs to enable small businesses to rebound from the downturn.
- **Speeding the recovery of the tourism, travel, and hospitality sectors**, supporting industries that were particularly hard-hit by the COVID-19 emergency and are just now beginning to mend. Similarly impacted sectors within a local area are also eligible for support.
- **Rebuilding public sector capacity**, by rehiring public sector staff and replenishing unemployment insurance (UI) trust funds, in each case up to pre-pandemic levels. Recipients may also use this funding to build their internal capacity to successfully implement economic relief programs, with investments in data analysis, targeted outreach, technology infrastructure, and impact evaluations.

### 3. **Serving the hardest-hit communities and families**

While the pandemic has affected communities across the country, it has disproportionately impacted low-income families and communities of color and has exacerbated systemic health and economic inequities. Low-income and socially vulnerable communities have experienced the most severe health impacts. For example, counties with high poverty rates also have the highest rates of infections and deaths, with 223 deaths per 100,000 compared to the U.S. average of 175 deaths per 100,000.

Coronavirus State and Local Fiscal Recovery Funds allow for a broad range of uses to address the disproportionate public health and economic impacts of the crisis on the hardest-hit communities, populations, and households. Eligible services include:

- **Addressing health disparities and the social determinants of health**, through funding for community health workers, public benefits navigators, remediation of lead hazards, and community violence intervention programs;
- **Investments in housing and neighborhoods**, such as services to address individuals experiencing homelessness, affordable housing development, housing vouchers, and residential counseling and housing navigation assistance to facilitate moves to neighborhoods with high economic opportunity;
- **Addressing educational disparities** through new or expanded early learning services, providing additional resources to high-poverty school districts, and offering educational services like tutoring or afterschool programs as well as services to address social, emotional, and mental health needs; and,
- **Promoting healthy childhood environments**, including new or expanded high quality childcare, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth.

Governments may use Coronavirus State and Local Fiscal Recovery Funds to support these additional services if they are provided:

- within a Qualified Census Tract (a low-income area as designated by the Department of Housing and Urban Development);
- to families living in Qualified Census Tracts;
- by a Tribal government; or,
- to other populations, households, or geographic areas disproportionately impacted by the pandemic.

### 4. **Replacing lost public sector revenue**

State, local, territorial, and Tribal governments that are facing budget shortfalls may use Coronavirus State and Local Fiscal Recovery Funds to avoid cuts to government services. With these additional resources, recipients can continue to provide valuable public services and ensure that fiscal austerity measures do not hamper the broader economic recovery.

Many state, local, territorial, and Tribal governments have experienced significant budget shortfalls, which can yield a devastating impact on their respective communities. Faced with budget shortfalls and pandemic-related uncertainty, state and local governments cut staff in all 50 states. These budget shortfalls and staff cuts are particularly problematic at present, as these entities are on the front lines of battling the COVID-19 pandemic and helping citizens weather the economic downturn.

Recipients may use these funds to replace lost revenue. Treasury's Interim Final Rule establishes a methodology that each recipient can use to calculate its reduction in revenue. Specifically, recipients will compute the extent of their reduction in revenue by comparing their actual revenue to an alternative representing what could have been expected to occur in the absence of the pandemic. Analysis of this expected trend begins with the last full fiscal year prior to the public health emergency and projects forward at either (a) the recipient's average annual revenue growth over the three full fiscal years prior to the public health emergency or (b) 4.1%, the national average state and local revenue growth rate from 2015-18 (the latest available data).

For administrative convenience, Treasury's Interim Final Rule allows recipients to presume that any diminution in actual revenue relative to the expected trend is due to the COVID-19 public health emergency. Upon receiving Coronavirus State and Local Fiscal Recovery Funds, recipients may immediately calculate the reduction in revenue that occurred in 2020 and deploy funds to address any shortfall. Recipients will have the opportunity to re-calculate revenue loss at several points through the program, supporting those entities that experience a lagged impact of the crisis on revenues.

Importantly, once a shortfall in revenue is identified, recipients will have broad latitude to use this funding to support government services, up to this amount of lost revenue.

#### **5. Providing premium pay for essential workers**

Coronavirus State and Local Fiscal Recovery Funds provide resources for eligible state, local, territorial, and Tribal governments to recognize the heroic contributions of essential workers. Since the start of the public health emergency, essential workers have put their physical well-being at risk to meet the daily needs of their communities and to provide care for others.

Many of these essential workers have not received compensation for the heightened risks they have faced and continue to face. Recipients may use this funding to provide premium pay directly, or through grants to private employers, to a broad range of essential workers who must be physically present at their jobs including, among others:

- ✓ Staff at nursing homes, hospitals, and home-care settings
- ✓ Workers at farms, food production facilities, grocery stores, and restaurants
- ✓ Janitors and sanitation workers
- ✓ Public health and safety staff
- ✓ Truck drivers, transit staff, and warehouse workers
- ✓ Childcare workers, educators, and school staff
- ✓ Social service and human services staff

Treasury's Interim Final Rule emphasizes the need for recipients to prioritize premium pay for lower income workers. Premium pay that would increase a worker's total pay above 150% of the greater of the state or county average annual wage requires specific justification for how it responds to the needs of these workers.

In addition, employers are both permitted and encouraged to use Coronavirus State and Local Fiscal Recovery Funds to offer retrospective premium pay, recognizing that many essential workers have not yet received additional compensation for work performed. Staff working for third-party contractors in eligible sectors are also eligible for premium pay.

#### **6. Investing in water and sewer infrastructure**

Recipients may use Coronavirus State and Local Fiscal Recovery Funds to invest in necessary improvements to their water and sewer infrastructures, including projects that address the impacts of climate change.

Recipients may use this funding to invest in an array of drinking water infrastructure projects, such as building or upgrading facilities and transmission, distribution, and storage systems, including the replacement of lead service lines.

Recipients may also use this funding to invest in wastewater infrastructure projects, including constructing publicly-owned treatment infrastructure, managing and treating stormwater or subsurface drainage water, facilitating water reuse, and securing publicly-owned treatment works.

To help jurisdictions expedite their execution of these essential investments, Treasury's Interim Final Rule aligns types of eligible projects with the wide range of projects that can be supported by the Environmental Protection Agency's Clean Water State Revolving Fund and Drinking Water State Revolving Fund. Recipients retain substantial flexibility to identify those water and sewer infrastructure investments that are of the highest priority for their own communities.

Treasury's Interim Final Rule also encourages recipients to ensure that water, sewer, and broadband projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions.

#### **7. Investing in broadband infrastructure**

The pandemic has underscored the importance of access to universal, high-speed, reliable, and affordable broadband coverage. Over the past year, millions of Americans relied on the internet to participate in remote school, healthcare, and work.

Yet, by at least one measure, 30 million Americans live in areas where there is no broadband service or where existing services do not deliver minimally acceptable speeds. For millions of other Americans, the high cost of broadband access may place it out of reach. The American Rescue Plan aims to help remedy these shortfalls, providing recipients with flexibility to use Coronavirus State and Local Fiscal Recovery Funds to invest in broadband infrastructure.

Recognizing the acute need in certain communities, Treasury's Interim Final Rule provides that investments in broadband be made in areas that are currently unserved or underserved—in other words, lacking a wireline connection that reliably delivers minimum speeds of 25 Mbps download and 3 Mbps upload. Recipients are also encouraged to prioritize projects that achieve last-mile connections to households and businesses.

Using these funds, recipients generally should build broadband infrastructure with modern technologies in mind, specifically those projects that deliver services offering reliable 100 Mbps download and 100

Mbps upload speeds, unless impracticable due to topography, geography, or financial cost. In addition, recipients are encouraged to pursue fiber optic investments.

In view of the wide disparities in broadband access, assistance to households to support internet access or digital literacy is an eligible use to respond to the public health and negative economic impacts of the pandemic, as detailed above.

## 8. Ineligible Uses

Coronavirus State and Local Fiscal Recovery Funds provide substantial resources to help eligible state, local, territorial, and Tribal governments manage the public health and economic consequences of COVID-19. Recipients have considerable flexibility to use these funds to address the diverse needs of their communities.

To ensure that these funds are used for their intended purposes, the American Rescue Plan Act also specifies two ineligible uses of funds:

- **States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue due to a change in law from March 3, 2021 through the last day of the fiscal year in which the funds provided have been spent.** The American Rescue Plan ensures that funds needed to provide vital services and support public employees, small businesses, and families struggling to make it through the pandemic are not used to fund reductions in net tax revenue. Treasury's Interim Final Rule implements this requirement. If a state or territory cuts taxes, they must demonstrate how they paid for the tax cuts from sources other than Coronavirus State Fiscal Recovery Funds—by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth. If the funds provided have been used to offset tax cuts, the amount used for this purpose must be paid back to the Treasury.
- **No recipient may use this funding to make a deposit to a pension fund.** Treasury's Interim Final Rule defines a "deposit" as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions for employees whose wages and salaries are an eligible use of funds.

Treasury's Interim Final Rule identifies several other ineligible uses, including funding debt service, legal settlements or judgments, and deposits to rainy day funds or financial reserves. Further, general infrastructure spending is not covered as an eligible use outside of water, sewer, and broadband investments or above the amount allocated under the revenue loss provision. While the program offers broad flexibility to recipients to address local conditions, these restrictions will help ensure that funds are used to augment existing activities and address pressing needs.



RESOLUTION NO.: 210269  
 PRESENTED: JUN - 6 2021  
 ADOPTED: \_\_\_\_\_

BY THE CITY ADMINISTRATOR:

**RESOLUTION OF SUPPORT TO MOVE THE RESURFACING OF SAGINAW ST. FROM  
 ATHERTON RD. TO OAKLEY ST. FROM FY23 TO FY22**

On February 20, 2019, City Council authorized a resolution of support (resolution 190052) for FY2020-2023 Transportation Improvement Program (TIP) Projects to secure funding for improvements to Federal Aid Eligible Roads within the City of Flint’s jurisdiction. The following four projects were approved: the resurfacing of Miller Rd. from Ballenger Hwy. to Hammerberg Rd.; the resurfacing of Robert T. Longway Blvd. from Chavez Dr. to E. Boulevard Dr.; resurfacing of Saginaw St. from Atherton Rd. to Oakley St., and the resurfacing of Twelfth St. from Fenton Rd. to Grand Traverse St. for a total cost of \$4,780,196.00.

At the April 21, 2021 meeting, the Genesee County Metropolitan Alliance approved the following project for the City of Flint to move up a year, from FY2023 to FY2022: resurfacing of Saginaw St. from Atherton Rd. to Oakley St. This project has been programmed with the new Highway Infrastructure Program/COVID Relief funding. By using this money, the City will only pay a 13% local match, instead of a 20% match. The new local match will be \$61,882.00.

**IT IS RESOLVED**, That this resolution is adopted to attest the City’s support for moving the year for resurfacing of Saginaw St. from Atherton Rd. to Oakley St. from FY2023 to FY2022. The City of Flint’s local match is in the amount of \$61,882.00

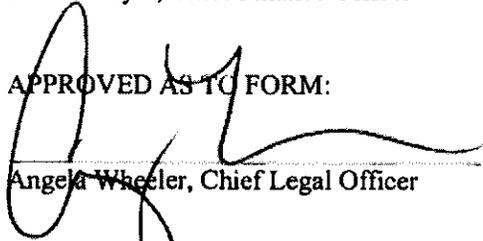
**IT IS FURTHER RESOLVED**, That this resolution attests the City’s commitment to providing local funding for its share of the resurfacing of Saginaw St. from Atherton Rd. to Oakley St. in FY2022 that was previously selected for inclusion in the FY2020-2023 Transportation Improvement Program.

APPROVED AS TO FINANCE:

  
 shelbi frayer (May 28, 2021 12:28 EDT)

Shelbi Frayer, Chief Finance Officer

APPROVED AS TO FORM:

  
 Angela Wheeler, Chief Legal Officer

  
 Clyde D Edwards (May 28, 2021 14:24 EDT)

Clyde Edwards, City Administrator

CITY COUNCIL:

\_\_\_\_\_  
 Kate Fields, Council President

# Resolution Routing

**TO:** Resolution Signatories  
**FROM:** **Dept. of Public Works**  
**SUBJECT:** RESOLUTION FOR APPROVAL

This RESOLUTION has been forwarded to you for your respective review and approval.

**Date recorded:** May 21, 2021 **No.** 21-7225

**\*\* All documents should be reviewed within three (3) working days after receipt by your office.**

**Contractor:**

**Resolution of support**

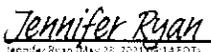
**Resolution Content:**

**Resolution of support to move the resurfacing of Saginaw St.  
 from Atherton Rd. to Oakley from FY23 to FY22**

**\$0.00**

The attached resolution is submitted to the Legal Dept. for approval as to form only:

The **Legal Department** reviewed this **RESOLUTION**, as to form and by signing this form approves as to **FORM ONLY**.

<b>Review and Approval:</b>	<b><u>IN</u></b>	<b><u>OUT</u></b>	<b><u>APPROVAL</u></b>
1. City Attorney ( <b>Form Only</b> ):	<u>5/21</u>	<u>5-21</u>	<u></u>
2. Finance/Budget	<u>          </u>	<u>05/28/2021</u>	<u> <small>Jennifer Ryan May 28, 2021 05:14 EDT</small></u>
Mayor's Office	<u>          </u>	<u>          </u>	

**\* Please call KATHRYN, ext. 2625, Thank You. \***

**RESOLUTION STAFF REVIEW FORM**

**TODAY'S DATE:** May 21, 2021

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Resolution to move up by one year the resurfacing of Saginaw St. from Atherton Rd. to Oakley St.

**PREPARED BY** Kathryn Neumann for Michael Brown, Director of Public Works

**VENDOR NAME:**

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

On February 20, 2019, City Council authorized a resolution of support (resolution 190052) for the resurfacing of Saginaw St. from Atherton Rd. to Oakley St., for the fiscal year 2023. Since this project has been reprogrammed with the new Highway Infrastructure Program/COVID Relief funding, the project has been proposed to move up one year early, to fiscal year 2022. By using this money, the City will only pay a 13% local match, instead of a 20% match. The new local match will be \$61,882.00

**FINANCIAL IMPLICATIONS:** There will be TIP money available to pay the local match in FY2022

**BUDGETED EXPENDITURE?** YES  NO  IF NO, PLEASE EXPLAIN:

**PRE-ENCUMBERED?** YES  NO  **REQUISITION NO:**

**ACCOUNTING APPROVAL:** Kirstie Troup **Date:** 5/21/21

**WILL YOUR DEPARTMENT NEED A CONTRACT?** YES  NO   
(If yes, please indicate how many years for the contract) 1 YEAR

**OTHER IMPLICATIONS (i.e., collective bargaining):** None

**STAFF RECOMMENDATION: (PLEASE SELECT):**  **APPROVED**  **NOT APPROVED**

**DEPARTMENT HEAD SIGNATURE:**  
  
Michael J. Brown, Director of Public Works