



April 7, 2015

Bidder:

The City of Traverse City will receive sealed bids in the Office of the City Manager, Second floor, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan, 49684, until **Thursday, April 23, 2015 at 2:00 p.m.** for the following:

**TRAVERSE CITY STORM WATER TREATMENT
SYSTEMS (14 more or less) AND
CATCH BASIN CLEANING (1450 more or less) PROJECT**
(specifications attached)

If the specifications are obtained from the City's new updated website link at: http://www.traversecitymi.gov/bids_and_rfps.asp, it is the sole responsibility of the Bidder to check the website for updates and addenda prior to the bid being submitted. Bidder may also sign up to receive notifications when bids and RFPs are posted by sending an e-mail requesting same to jdalton@traversecitymi.gov

The City of Traverse City reserves the right to accept or reject any or all bids, waive irregularities, and to accept the bids either on an entire or individual basis that is in the best interest of the City.

The City accepts no responsibility for any expense incurred by the Bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the Bidder. Only the successful Bidder will be notified. If you so desire, you may call for results.

You must indicate on the outside of the sealed envelope that the bid is for the **“TC Storm Water Treatment Systems & Catch Basin Cleaning Project.”**

You must submit **TWO (2) COPIES OF THE BIDS** to the City Manager's Office prior to the above-indicated time and date or the bid will not be accepted. Telefaxed or E-Mail bids will not be accepted.

Please note that if you have previously submitted an informal quote, you will still need to submit a sealed bid prior to the date and time specified above in order to be considered. Please ensure that all requirements listed in the specifications are met.

If you have any questions, please contact Mark Jones, Streets Superintendent at (231) 922-4900, ext. 112 before the bid is submitted.

PLEASE SUBMIT BID TO:

Julie Dalton, Purchasing Agent
400 Boardman Avenue, 2nd floor
Traverse City, MI 49684

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted to Julie Dalton, Purchasing Agent, City of Traverse City, Governmental Center, Second Floor, 400 Boardman Avenue, Traverse City, Michigan, 49684, **no later than 2:00 p.m. on Thursday, April 23, 2015.**
2. All bids must be submitted in a sealed envelope and clearly marked **“TC Storm Water Treatment Systems & Catch Basin Cleaning Project.” TELEFAXED AND E-MAIL BIDS ARE NOT ACCEPTABLE.**
3. The bid form(s) must be completed and signed by an authorized representative of the Bidder.
4. The City reserves the right to accept or reject any or all proposals, waive irregularities, and to accept the bid which in its opinion is in the best interests of the City.
5. All bids must remain firm for a period of thirty (30) days following the City's receipt of the bid.
6. Payment shall be paid within 30 days of satisfactory completion of project. It is the Vendor's responsibility to submit an invoice to the City of Traverse City.

The City's standard practice is to run checks for the payment of bills received, on the 10th and 25th day of each month. In order to receive payment on the 10th or 25th of the month, the Vendor shall submit an invoice for all work completed up to the fifth or twentieth day of the month to the Department of Public Services, 625 Woodmere Avenue, Traverse City, Michigan, 49686. This normally allows enough time for the City to review and approve the Vendor's invoice and process it for payment. Failure of the Vendor to properly submit invoices by the fifth or twentieth day of the month may be cause for the City to postpone payment of the invoice until the next scheduled run of checks.

7. The City may withhold any portion of payment as necessary from loss on account of:
 - Defective work not remedied, or
 - Failure of Vendor to make payments properly to subcontractors for material or labor, or
 - Damage to another Vendor, or
 - Damage to City Property
8. The City reserves the right to delete 50% of the work without reducing the unit cost.
9. Standards. All work shall be done in accordance with current Michigan Department of State Highways Specifications and the Michigan Manual of Uniform Traffic Control Devices and the attached technical specifications unless otherwise indicated.

10. Completion. All catch basins required to be cleaned (up to 1450) must be completed before June 30, 2015. Cleaning cycle 1 for the Storm Water Treatment Systems must be completed between October 1, 2015 and October 31, 2015. Cleaning cycle 2 of the Storm Water Treatment Systems must be completed between May 1, 2016 and May 31, 2016. If agreement is extended additional years, Month and Day will remain consistent for each year.

11. Experience. Bidders shall be experienced in this type of work and evidence of bidder's qualifications may be requested.

12. Insurance: The Vendor agrees not to change and agrees to maintain the following insurance throughout the period of performance of this Agreement. The Vendor will upon execution of this Agreement provide a certificate of insurance to the City Clerk. The policy shall contain endorsements stating that at least a 10-day notice will be given to the City prior to termination or any change in the policy; and in the case where Vendor is required to name the City as additional insured, and shall provide an endorsement stating that the City has been named as an additional insured onto such policy for all claims arising out of the Vendor's work. Should any required insurance be cancelled, materially reduced or expired, all activities under this Agreement shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to the City. Upon request by the City Clerk, Vendor shall provide a full copy of any insurance policy for insurance coverage required under this agreement within ten (10) days of request. This time frame may be extended by the City Clerk in cases where the policy has not been issued.

A. Commercial General Liability. The Vendor shall acquire and maintain commercial general liability insurance coverage in the amount of \$1,000,000 per occurrence with the City being named as additional insured for all claims arising out of the Vendor's work, including completed operations coverage (if required in the Request for Proposals/Bids). For contracts in excess of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000), the Vendor shall provide ISO general aggregate endorsement CG 25 03 which provides a project specific aggregate of \$2 million for general liability.

B. Pollution/Environmental Liability. The Contractor shall acquire and maintain pollution/ environmental liability insurance coverage on a "per occurrence" basis in the amount of \$1,000,000 per occurrence with the City being named as additional insured.

C. Workers Compensation. The parties shall maintain suitable workers compensation insurance pursuant to Michigan law and the Vendor shall provide a certificate of insurance or copy of state approval for self-insurance to the City Clerk upon execution of this Agreement.

13. Traffic Control. Traffic shall be maintained during the Vendor's operations in accordance with the current Michigan Manual of Uniform Traffic Control Devices.

**STORM WATER TREATMENT SYSTEM CLEANING
CITY OF TRAVERSE CITY**

SCOPE OF WORK

The contractor shall furnish all materials, labor and equipment for cleaning all debris out of storm water treatment systems and, if required by the City, the cleaning of selected storm water manholes.

The City intends to contract for the cleaning of 14 treatment systems. The City reserves the right to reduce by up to 50% the number of treatment systems to be cleaned.

CONTRACT PERIOD

The contract for the City shall be for a period of one year, with two cleaning cycles per year, with an option of renewal for two additional years, in one-year increments, if the price remains the same and the service remains satisfactory as determined by the City. The City has the right to terminate the contract at any time the Contractor does not perform the duties as specified.

CLEANLINESS

It shall be understood that the City requires complete removal of all debris, washing down, and final extraction of all debris in structures and or treatment systems.

DEBRIS DISPOSAL

The City will dispose of all treatment system materials. The treatment system material can be dumped at 625 Woodmere Avenue. The contractor will not have to handle the material after it is dumped.

DEWATERING SITE

Contractor will dewater in pre-determined sanitary sewer at 625 Woodmere Avenue. Contractor will vacuum out sump at this site as needed.

EQUIPMENT

1. The contractor shall be prepared to demonstrate to the City's satisfaction that the equipment they propose to use is fully capable of the work required herein.
2. The contractor shall maintain all equipment in a SAFE working order.
3. The contractor shall provide signage and/or barricading to provide for safe passage of street traffic around their working site, exclude pedestrians from this work site, and provide for the safety of their crew(s).

4. Any water required for cleaning operation is available 625 Woodmere Avenue without cost.
5. The City shall provide paint to mark cleaned structures.

EQUIPMENT AVAILABILITY

The contractor shall have equipment available for on-the-job use during the period outlined herein. In the event of unseasonable adverse weather conditions, the City may extend the contract period, if requested in writing by the contractor. The contractor's equipment and crews shall remain on the job until all scheduled work is complete, once the project is started.

RATES

Bids shall be made on a UNIT PRICE basis for cleaning out treatment systems.

DAILY WORK LOG

The contractor shall furnish the City with a detailed daily work log. The log shall provide the following information:

1. Location of treatment system(s) cleaned;
2. Total number of treatment system(s) cleaned;
3. Location of any treatment system(s) that, in the opinion of the contractor, are in need of repair(s); and
4. Negative or positive interaction between citizens and his/her crew(s)/

HOURS OF OPERATION

1. In the Central Business District (CBD), in general, no restrictions shall apply from 6:00 A.M. Monday to 10:00 P.M. Friday. Work outside this time period shall have prior City approval.
2. Work in residential areas shall be restricted to the hours of 7:00 A.M. to 9:00 P.M. daily, Monday through Friday.

REFERENCES

The bidder shall include with his bid a list of at least three (3) clients for whom he has provided similar contracted services within the past 18 months. The list must include the client's name, the name of a contact person, and the client's telephone number.

INSPECTION OF PREMISES

Prior to submitting a bid, each bidder shall personally investigate the City's requirements for treatment system cleaning services so as to arrive at a clear understanding of the services to be rendered, the manner in which and the conditions under which the services are to be performed, and to familiarize themselves with all aspects of the contracted service requirements.

**STORMWATER CATCH BASIN CLEANING
CITY OF TRAVERSE CITY**

SCOPE OF WORK

The contractor shall furnish all materials, labor and equipment for cleaning all debris out of stormwater catch basins and, if required by the City, the cleaning of selected stormwater manholes.

The City intends to contract for the cleaning of 1450 +/- structures. The City reserves the right to reduce by up to 50% the number of catch basins to be cleaned.

CONTRACT PERIOD

The contract for the City shall be for a period of one year, with an option of renewal for two additional years, in one-year increments, if the price remains the same and the service remains satisfactory as determined by the City. The City has the right to terminate the contract at any time the Contractor does not perform the duties as specified.

CLEANLINESS

It shall be understood that the City requires complete removal of all debris, washing down, and final extraction of all debris in structures. As some City catch basins do not have bottoms, care is to be taken so as not to remove debris below catch basin bottom.

DEBRIS DISPOSAL

The City will dispose of all catch basin materials. The catch basin material can be dumped at 625 Woodmere Avenue. The contractor will not have to handle the material after it is dumped.

DEWATERING SITE

Contractor will dewater in pre-determined sanitary sewer at 625 Woodmere Avenue. Contractor will vacuum out sump at this site as needed.

EQUIPMENT

6. The contractor shall be prepared to demonstrate to the City's satisfaction that the equipment they propose to use is fully capable of the work required herein.
7. The contractor shall maintain all equipment in a SAFE working order.
8. The contractor shall provide signage and/or barricading to provide for safe passage of street traffic around their working site, exclude pedestrians from this work site, and provide for the safety of their crew(s).

9. Any water required for cleaning operation is available at 625 Woodmere Avenue without cost.
10. The City shall provide paint to mark cleaned structures.

EQUIPMENT AVAILABILITY

The contractor shall have equipment available for on-the-job use during the period outlined herein. In the event of unseasonable adverse weather conditions, the City may extend the contract period, if requested in writing by the contractor. The contractor's equipment and crews shall remain on the job until all scheduled work is complete, once the project is started.

RATES

Bids shall be made on a UNIT PRICE basis for cleaning out catch basins.

DAILY WORK LOG

The contractor shall furnish the City with a detailed daily work log. The log shall provide the following information:

1. Location of catch basin(s) cleaned;
2. Total number of catch basin(s) cleaned;
3. Location of any catch basin(s) that, in the opinion of the contractor, are in need of repair(s); and
4. Negative or positive interaction between citizens and his/her crew(s)/

HOURS OF OPERATION

3. In the Central Business District (CBD), in general, no restrictions shall apply from 6:00 A.M. Monday to 10:00 P.M. Friday. Work outside this time period shall have prior City approval.
4. Work in residential areas shall be restricted to the hours of 7:00 A.M. to 9:00 P.M. daily, Monday through Friday.

REFERENCES

The bidder shall include with his bid a list of at least three (3) clients for whom he has provided similar contracted services within the past 18 months. The list must include the client's name, the name of a contact person, and the client's telephone number.

INSPECTION OF PREMISES

Prior to submitting a bid, each bidder shall personally investigate the City's requirements for catch basin cleaning services so as to arrive at a clear understanding of the services to be rendered, the manner in which and the conditions under which the services are to be performed, and to familiarize themselves with all aspects of the contracted service requirements.

The Aqua-Swirl[®] design allows for the sediment to accumulate in a semi-conical fashion as illustrated above. That is, the depth to sediment as measured below the water surface may be less in the center of the swirl chamber; and likewise, may be greater at the edges of the swirl chamber.

Aqua-Swirl[®] Cleanout Procedure

Cleaning the Aqua-Swirl[®] is simple and quick. Free-floating oil and floatable debris can be observed and removed directly through the 30-inch service access riser provided. A vacuum truck is typically used to remove the accumulated sediment and debris. An advantage of the Aqua-Swirl[®] design is that the entire sediment storage area can be reached with a vacuum hose from the surface (reaching all the sides). Since there are no multiple or limited (hidden or “blind”) chambers in the Aqua-Swirl[®], there are no restrictions to impede on-site maintenance tasks.

Disposal of Recovered Materials

Disposal of recovered material is typically handled in the same fashion as catch basin cleanouts. AquaShield[™] recommends that all maintenance activities be performed in accordance with appropriate health and safety practices for the tasks and equipment being used.

AquaShield[™] also recommends that all materials removed from the Aqua-Swirl[®] and any external structures (e.g, bypass features) be handled and disposed in full accordance with any applicable local and state requirements.



Vacuum truck quickly cleans the Aqua-Swirl[®] from a single chamber

***Aqua-Swirl[®] Inspection and Maintenance Work Sheets
on following pages***

Location 3

Recommended Stormceptor Maintenance Procedure

Maintenance of Stormceptor is performed using a vacuum truck.

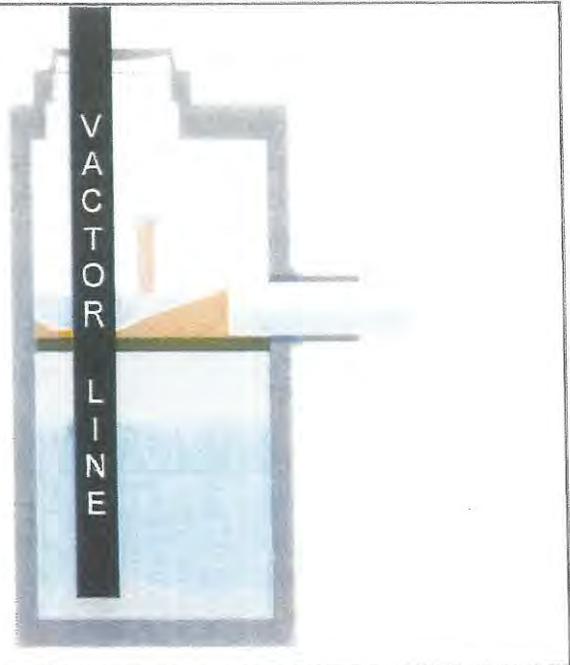
No entry into the unit is required for maintenance. **DO NOT ENTER THE STORMCEPTOR CHAMBER** unless you have the proper personal safety equipment, have been trained and are qualified to enter a confined space, as identified by local Occupational Safety and Health Regulations (e.g. 29 CFR 1910.146 or Canada Occupational Safety and Health Regulations – SOR/86-304). Without the proper equipment, training and permit, entry into confined spaces can result in serious bodily harm and potentially death. Consult local, provincial, and/or state regulations to determine the requirements for confined space entry. Be aware, and take precaution that the Stormceptor fiberglass insert may be slippery. In addition, be aware that some units do not have a safety grate to cover the outlet riser pipe that leads to the submerged, lower chamber.

- Ideally maintenance should be conducted during dry weather conditions when no flow is entering the unit.
- Stormceptor is to be maintained through a standard surface manhole access cover.
- Insert the oil dipstick into the oil inspection port. If oil is present, pump off the oil layer into separate containment using a small pump and tubing.
- Maintenance cleaning of accumulated sediment is performed with a vacuum truck.
 - For 6-ft (1800 mm) diameter models and larger, the vacuum hose is inserted into the lower chamber via the 24-inch (610 mm) outlet riser pipe.
 - For 4-ft (1200 mm) diameter model, the removable drop tee is lifted out, and the vacuum hose is inserted into the lower chamber via the 12-inch (305 mm) drop tee hole.

Figure 5.



Figure 6.

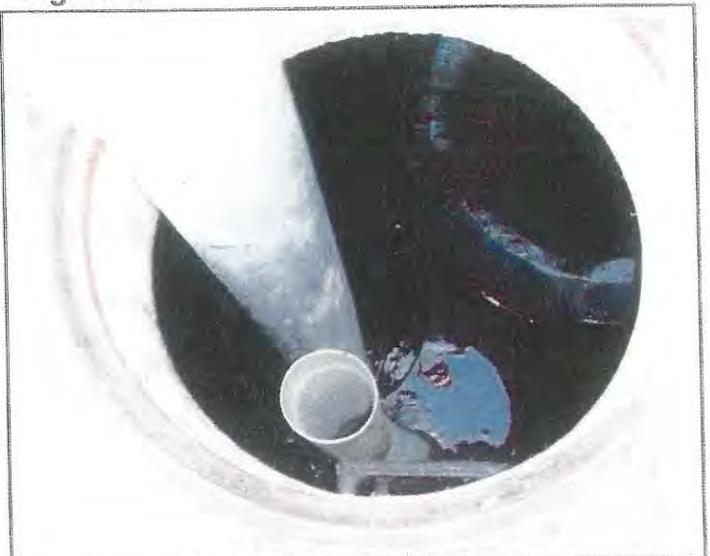


- Using the vacuum hose, decant the water from the lower chamber into a separate containment tank or to the sanitary sewer, if permitted by the local regulating authority.
- Remove the sediment sludge from the bottom of the unit using the vacuum hose. For large Stormceptor units, a flexible hose is often connected to the primary vacuum line for ease of movement in the lower chamber.
- Units that have not been maintained regularly, have surpassed the maximum recommended sediment capacity, or contain damaged components may require manned entry by trained personnel using safe and proper confined space entry procedures.

Figure 5.



Figure 6.



A maintenance worker stationed at the above ground surface uses a vacuum hose to evacuate water, sediment, and debris from the system.

What is required for proper disposal?

The requirements for the disposal of material removed from Stormceptor units are similar to that of any other stormwater treatment Best Management Practices (BMP). Local guidelines should be consulted prior to disposal of the separator contents. In most areas the sediment, once dewatered, can be disposed of in a sanitary landfill. It is not anticipated that the sediment would be classified as hazardous waste. This could be site and pollutant dependent. In some cases, approval from the disposal facility operator/agency may be required.

What about oil spills?

Stormceptor is often implemented in areas where there is high potential for oil, fuel or other hydrocarbon or chemical spills. Stormceptor units should be cleaned immediately after a spill occurs by a licensed liquid waste hauler. You should also notify the appropriate regulatory agencies as required in the event of a spill.

What if I see an oil rainbow or sheen at the Stormceptor outlet?

With a steady influx of water with high concentrations of oil, a sheen may be noticeable at the Stormceptor outlet. This may occur because a hydrocarbon rainbow or sheen can be seen at

Maintenance

The CDS system should be inspected at regular intervals and maintained when necessary to ensure optimum performance. The rate at which the system collects pollutants will depend more heavily on site activities than the size of the unit. For example, unstable soils or heavy winter sanding will cause the grit chamber to fill more quickly but regular sweeping of paved surfaces will slow accumulation.

Inspection

Inspection is the key to effective maintenance and is easily performed. Pollutant transport and deposition may vary from year to year and regular inspections will help ensure that the system is cleaned out at the appropriate time. At a minimum, inspections should be performed twice per year (e.g. spring and fall) however more frequent inspections may be necessary in climates where winter sanding operations may lead to rapid accumulations, or in equipment washdown areas. Installations should also be inspected more frequently where excessive amounts of trash are expected.

The visual inspection should ascertain that the system components are in working order and that there are no blockages or obstructions in the inlet and separation screen. The inspection should also quantify the accumulation of hydrocarbons, trash, and sediment in the system. Measuring pollutant accumulation can be done with a calibrated dipstick, tape measure or other measuring instrument. If absorbent material is used for enhanced removal of hydrocarbons, the level of discoloration of the sorbent material should also be identified during inspection. It is useful and often required as part of an operating permit to keep a record of each inspection. A simple form for doing so is provided.

Access to the CDS unit is typically achieved through two manhole access covers. One opening allows for inspection and cleanout of the separation chamber (cylinder and screen) and isolated sump. The other allows for inspection and cleanout of sediment captured and retained outside the screen. For deep units, a single manhole access point would allow both sump cleanout and access outside the screen.

The CDS system should be cleaned when the level of sediment has reached 75% of capacity in the isolated sump or when an appreciable level of hydrocarbons and trash has accumulated. If absorbent material is used, it should be replaced when significant discoloration has occurred. Performance will not be impacted until 100% of the sump capacity is exceeded however it is recommended that the system be cleaned prior to that for easier removal of sediment. The level of sediment is easily determined by measuring from finished grade down to the top of the sediment pile. To avoid underestimating the level of sediment in the chamber, the measuring device must be lowered to the top of the sediment pile carefully. Particles at the top of the pile typically offer less resistance to the end of the rod than consolidated particles toward the bottom of the pile. Once this measurement is recorded, it should be compared to the as-built drawing for the unit to determine whether the height of the sediment pile off the bottom of the sump floor exceeds 75% of the total height of isolated sump.

Cleaning

Cleaning of a CDS system should be done during dry weather conditions when no flow is entering the system. The use of a vacuum truck is generally the most effective and convenient method of removing pollutants from the system. Simply remove the manhole covers and insert the vacuum hose into the sump. The system should be completely drained down and the sump fully evacuated of sediment. The area outside the screen should also be cleaned out if pollutant build-up exists in this area.

In installations where the risk of petroleum spills is small, liquid contaminants may not accumulate as quickly as sediment. However, the system should be cleaned out immediately in the event of an oil or gasoline spill should be cleaned out immediately. Motor oil and other hydrocarbons that accumulate on a more routine basis should be removed when an appreciable layer has been captured. To remove these pollutants, it may be preferable to use absorbent pads since they are usually less expensive to dispose than the oil/water emulsion that may be created by vacuuming the oily layer. Trash and debris can be netted out to separate it from the other pollutants. The screen should be power washed to ensure it is free of trash and debris.

Manhole covers should be securely seated following cleaning activities to prevent leakage of runoff into the system from above and also to ensure that proper safety precautions have been followed. Confined space entry procedures need to be followed if physical access is required. Disposal of all material removed from the CDS system should be done in accordance with local regulations. In many jurisdictions, disposal of the sediments may be handled in the same manner as the disposal of sediments removed from catch basins or deep sump manholes.



VortSentry® HS Maintenance

The VortSentry HS system should be inspected at regular intervals and maintained when necessary to ensure optimum performance. The rate at which the system collects pollutants will depend more heavily on site activities than the size of the unit, i.e., unstable soils or heavy winter sanding will cause the treatment chamber to fill more quickly, but regular sweeping will slow accumulation.

Inspection

Inspection is the key to effective maintenance and is easily performed. Pollutant deposition and transport may vary from year to year and regular inspections will help ensure that the system is cleaned out at the appropriate time. At a minimum, inspections should be performed twice per year (i.e. spring and fall) however more frequent inspections may be necessary in equipment washdown areas and in climates where winter sanding operations may lead to rapid accumulations of a large volume of sediment. It is useful and often required as part of a permit to keep a record of each inspection. A simple inspection and maintenance log form for doing so is available for download at www.contechstormwater.com.

The VortSentry HS should be cleaned when the sediment has accumulated to a depth of two feet in the treatment chamber. This determination can be made by taking two measurements with a stadia rod or similar measuring device; one measurement from the manhole opening to the top of the sediment pile and the other from the manhole opening to the water surface. If the difference between these measurements is less than the distance given in Table 1, the VortSentry HS should be maintained to ensure effective treatment.

Cleaning

Cleaning of the VortSentry HS should be done during dry weather conditions when no flow is entering the system. Cleanout of the VortSentry HS with a vacuum truck is generally the most effective and convenient method of excavating pollutants from the system. Simply remove the manhole cover and insert the vacuum hose into the sump. All pollutants can be removed from this one access point from the surface with no requirements for Confined Space Entry.

In installations where the risk of petroleum spills is small, liquid contaminants may not accumulate as quickly as sediment. However, an oil or gasoline spill should be cleaned out immediately. Motor oil and other hydrocarbons that accumulate on a more routine basis should be removed when an appreciable layer has been captured. To remove these pollutants, it may be preferable to use adsorbent pads, which solidify the oils. These are usually much easier to remove from the unit individually, and less expensive to dispose than the oil/water emulsion that may be created by vacuuming the oily layer. Floating trash can be netted out if you wish to separate it from the other pollutants.

Manhole covers should be securely seated following cleaning activities to prevent leakage of runoff into the system from above and also to ensure proper safety precautions. If anyone physically enters the unit, Confined Space Entry procedures need to be followed.

Disposal of all material removed from the VortSentry HS should be done in accordance with local regulations. In many locations, disposal of evacuated sediments may be handled in the same manner as disposal of sediments removed from catch basins or deep sump manholes. Check your local regulations for specific requirements on disposal.

VortSentry HS Model	Diameter		Distance		Sediment Storage		Oil Spill Storage	
			Between Water Surface and Top of Storage Sump					
	in.	m	ft.	m	yd ³	m ³	gal.	liter
HS36	36	0.9	3.6	1.1	0.5	0.4	83	314
HS48	48	1.2	4.7	1.4	0.9	0.7	158	598
HS60	60	1.5	6.0	1.8	1.5	1.1	258	978
HS72	72	1.8	7.1	2.2	2.1	1.6	372	1409
HS84	84	2.1	8.4	2.6	2.9	2.2	649	2458
HS96	96	2.4	9.5	2.9	3.7	2.8	845	3199

Table 1: VortSentry HS Maintenance Indicators and Sediment Storage Capacities.

Recommended Equipment

- Safety Equipment (traffic cones, etc)
- Crow bar or other tool to remove grate or lid
- Pole with skimmer or net (if only floatables are being removed)
- Sediment probe (such as a Sludge Judge®)
- Vactor truck (6-inch/150mm diameter flexible hose recommended)
- Downstream Defender® Maintenance Log

Floatables and Sediment Clean Out Procedures

1. Set up any necessary safety equipment around the access port or grate of the Downstream Defender® as stipulated by local ordinances. Safety equipment should notify passing pedestrian and road traffic that work is being done.
2. Remove the lids to the manhole NOTE: The 4-ft (1.2m) Downstream Defender® will only have one lid.
3. Without entering the vessel, look down into the chamber to inspect the inside. Make note of any irregularities.
4. Using the Floatables Port for access, remove oil and floatables stored on the surface of the water with the vactor hose or the skimmer net (Fig.9, top).
5. Using a sediment probe such as a Sludge Judge®, measure the depth of sediment that has collected in the sump of the vessel and record it in the Maintenance Log (Pg.9).
6. Once all floatables have been removed, drop the vactor hose to the base of the sump via the Central Access Port. Vactor out the sediment and gross debris off the sump floor (Fig.6 and 9).

7. Retract the vactor hose from the vessel.
8. On the Maintenance Log provided by Hydro International, record the date, unit location, estimated volume of floatables and gross debris removed, and the depth of sediment measured. Also note any apparent irregularities such as damaged components or blockages.
9. Securely replace the grate or lid.

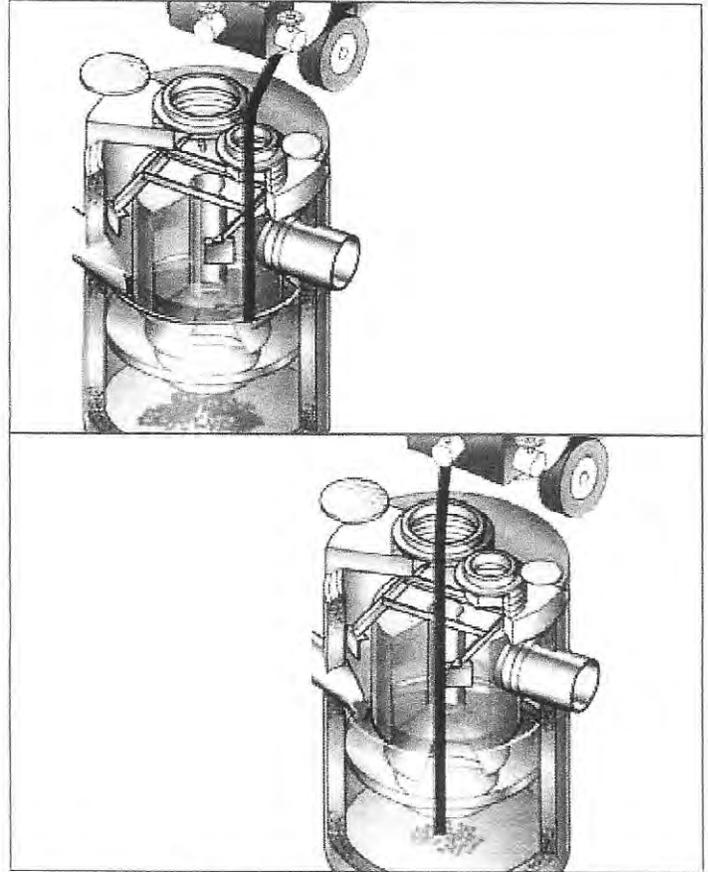


Fig.9 Floatables and sediment are removed with a vactor hose

Maintenance at a Glance

Activity	Frequency
Inspection	- Regularly during first year of installation - Every 6 months after the first year of installation
Oil and Floatables Removal	- Once per year, with sediment removal - Following a spill in the drainage area
Sediment Removal	- Once per year or as needed - Following a spill in the drainage area
NOTE: For most cleanouts it is not necessary to remove the entire volume of liquid in the vessel. Only removing the first few inches of oils/floatables and the sediment storage volume is required.	

Location 6, 7, 8, 12, 13,
14, 15

**MAINTENANCE/CLEANING
PROCEDURES FOR
PRECAST CONCRETE TANK
WITH STAINLESS STEEL SCREEN
AND SNOUT INSTALLED**

1. REMOVE LID FROM CASTING #'S 1 AND 2 (SEE PLAN IN MANUAL)
2. USING VAC TRUCK, SUCK OIL, DEBRIS AND SEDIMENT FROM CHAMBERS THRU ACCESS PROVIDED BY CASTING # 1 AND 2.
3. PULL SCREEN OUT OF CHANNEL AND CLEAN/REPLACE.
4. REMOVE LID FROM CASTING # 3 AND CLEAN OUT DEBRIS AND SEDIMENT.
5. REPLACE LIDS.

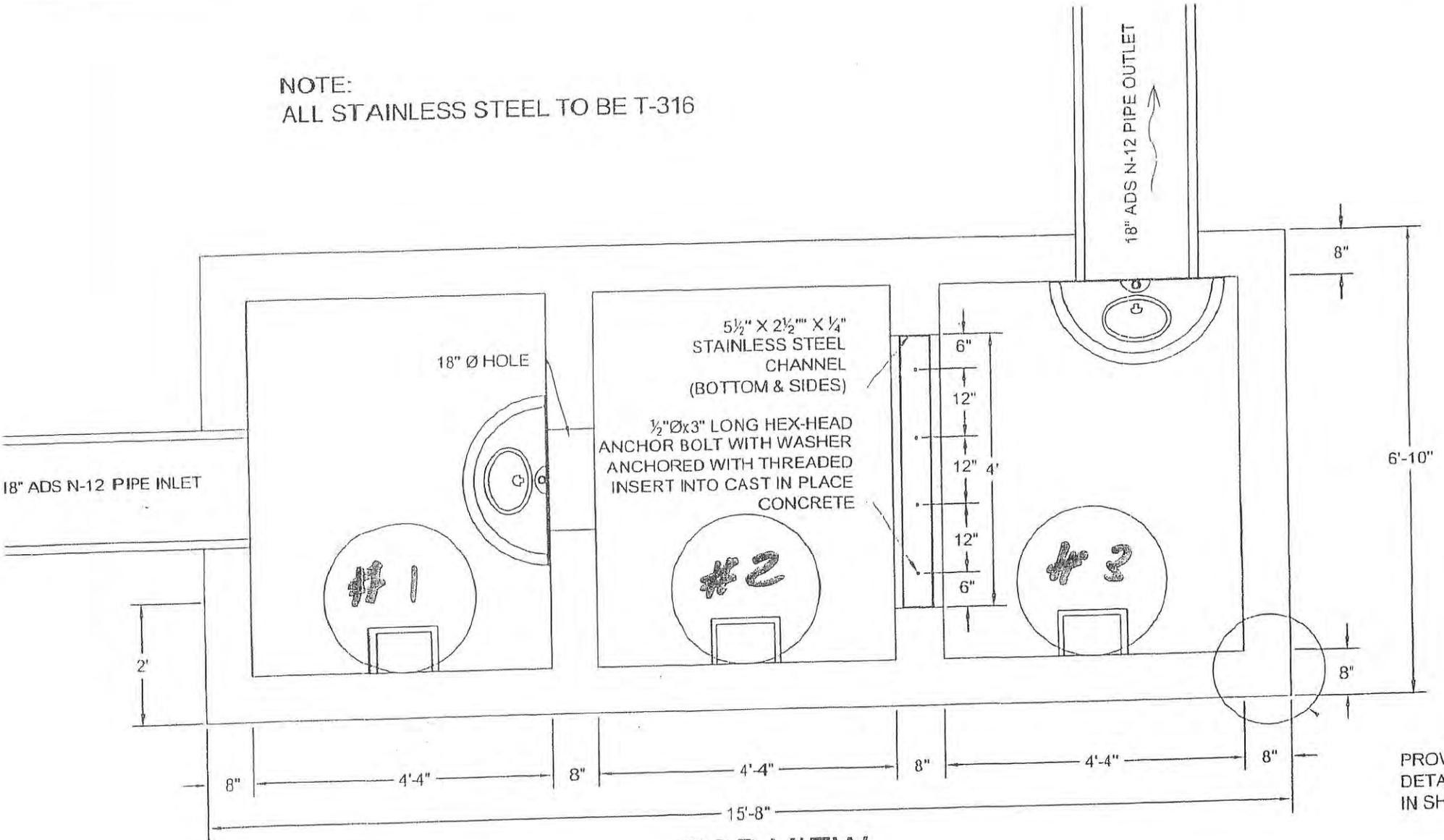
OUTFALL -)

SWIRL / FILTRATION

5 - 3.5

HYDRO INTERNATIONAL AS S' W N ON PLA

NOTE:
ALL STAINLESS STEEL TO BE T-316

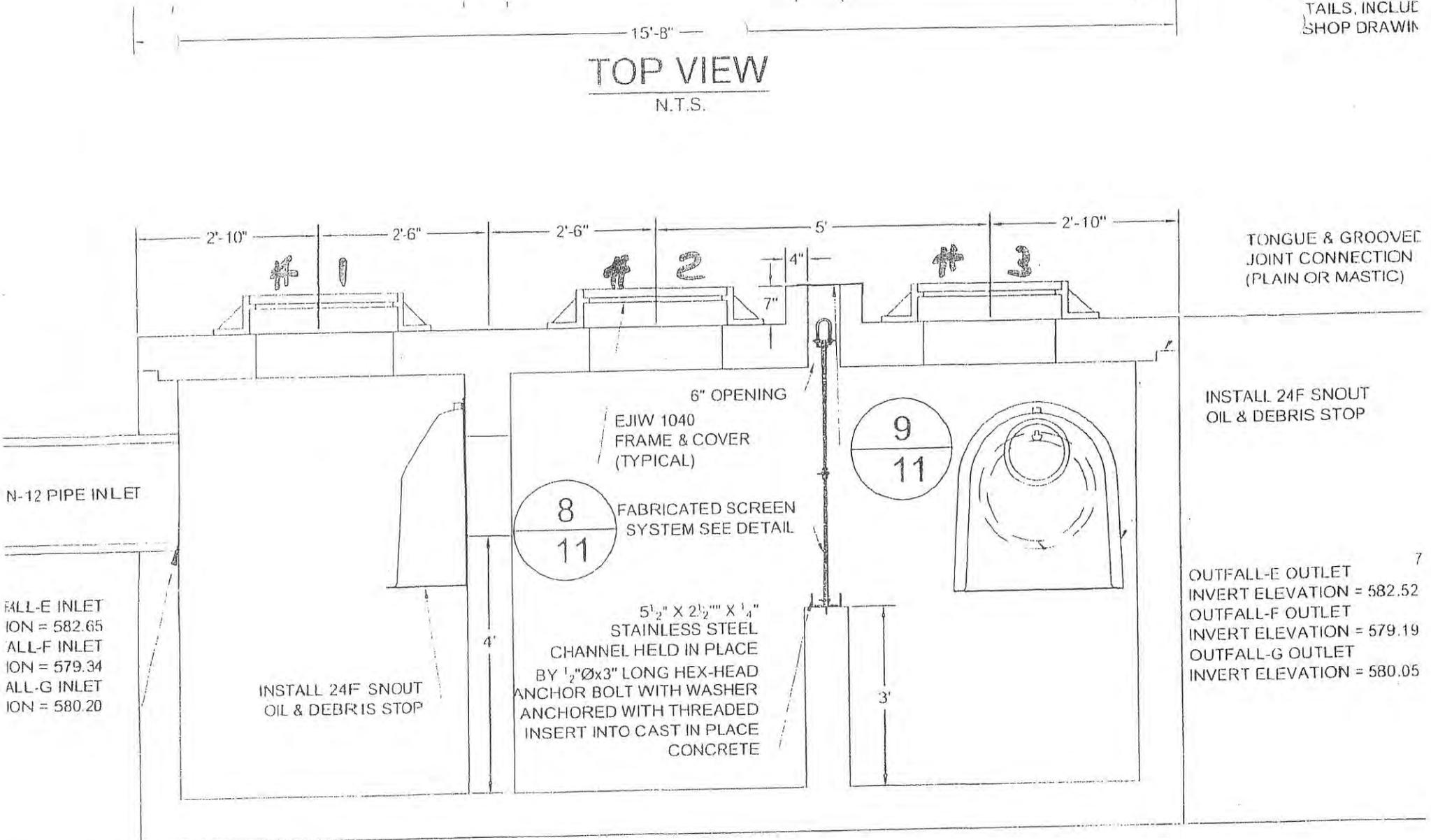


TOP VIEW
N.T.S.

PROVIDE STEEL
TAILS, INCLUDE
SHOP DRAWING

TOP VIEW

N.T.S.



SIDE VIEW

N.T.S.

15'-8" X 6'-10" X 7'-8" PRECAST CONCRETE TANK WITH H2O 1 LOADING OUTFALL F STORMWATER TREATMENT SYSTEM

Cleaning

If cleaning or helical filter replacement is deemed necessary, the following procedure is recommended:

1. Secure the worksite with the appropriate safety equipment in accordance with local and OSHA regulations.
2. Remove both the 36" and 30" manhole access covers located over the influent and effluent chambers of the StormSafe. Allow several minutes for the chambers to vent.
3. Perform an internal and external visual inspection of the vault's general condition including both access manhole covers and castings, as well any exposed concrete surfaces. Record any visual anomalies such as cracks, gouges, hollows, excess wear or settling.
4. Without entering the vault, both the Influent and effluent chambers can be cleaned using a typical vacuum truck or similar vacuum equipment with sufficient storage capacity.
5. Both the influent and effluent chambers are designed to accommodate standard suction hoses typical to vacuum equipment. Thoroughly vacuum liquids, debris and sediment from both chambers.



Maintenance

The Vortechs System should be inspected at regular intervals and maintained when necessary to ensure optimum performance. The rate at which the system collects pollutants will depend more heavily on site activities than the size of the unit, e.g., unstable soils or heavy winter sanding will cause the grit chamber to fill more quickly but regular sweeping will slow accumulation.

Inspection

Inspection is the key to effective maintenance and is easily performed. CONTECH Stormwater Solutions recommends ongoing quarterly inspections of the accumulated sediment. Pollutant deposition and transport may vary from year to year and quarterly inspections will help insure that systems are cleaned out at the appropriate time. Inspections should be performed more often in the winter months in climates where sanding operations may lead to rapid accumulations, or in equipment washdown areas. It is very useful to keep a record of each inspection. A simple form for doing so is provided.

The Vortechs System should be cleaned when inspection reveals that the sediment depth has accumulated to within six inches of the dry-weather water surface elevation. This determination can be made by taking 2 measurements with a stadia rod or similar measuring device; one measurement from the manhole opening to the top of the sediment pile and the other from the manhole opening to the water surface. The System should be cleaned out if the difference between the two measurements is six inches or less. Note: to avoid underestimating the volume of sediment in the chamber, the measuring device must be lowered to the top of the sediment pile carefully. Finer, silty particles at the top of the pile typically offer less resistance to the end of the rod than larger particles toward the bottom of the pile.

Cleaning

Maintaining the Vortechs system is easiest when there is no flow entering the system. For this reason, it is a good idea to schedule the cleanout during dry weather. Cleanout of the Vortechs system with a vacuum truck is generally the most effective and convenient method of excavating pollutants from the system. If such a truck is not available, a "clamshell" grab may be used, but it is difficult to remove all accumulated pollutants with such devices.

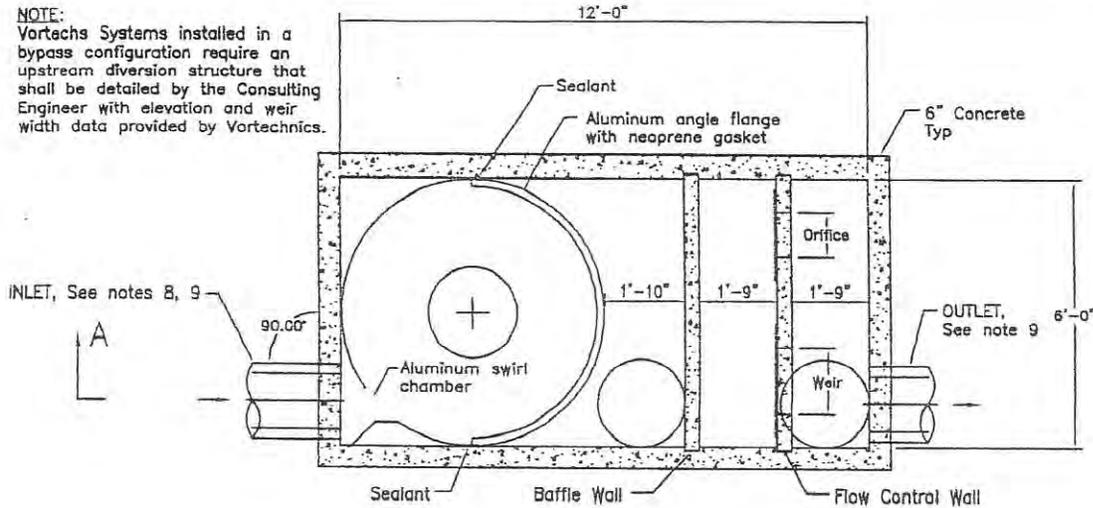
In installations where the risk of large petroleum spills is small, liquid contaminants may not accumulate as quickly as sediment. However, an oil or gasoline spill should be cleaned out immediately. Motor oil and other hydrocarbons that accumulate on a more routine basis should be removed when an appreciable layer has been captured. To remove these pollutants, it may be preferable to use adsorbent pads since they are usually cheaper to dispose of than the oil water emulsion that may be created by vacuuming the oily layer. Trash can be netted out if you wish to separate it from the other pollutants.

Accumulated sediment is typically evacuated through the manhole over the grit chamber. Simply remove the cover and insert the vacuum hose into the grit chamber. As water is evacuated, the water level outside of the grit chamber will drop to the same level as the crest of the lower aperture of the grit chamber. It will not drop below this level due to the fact that the bottom and sides of the grit chamber are sealed to the tank floor and walls. This "Water Lock" feature prevents water from migrating into the grit chamber, exposing the bottom of the baffle wall. Floating pollutants will decant into the grit chamber as the water level there is drawn down. This allows most floating material to be withdrawn from the same access point above the grit chamber.

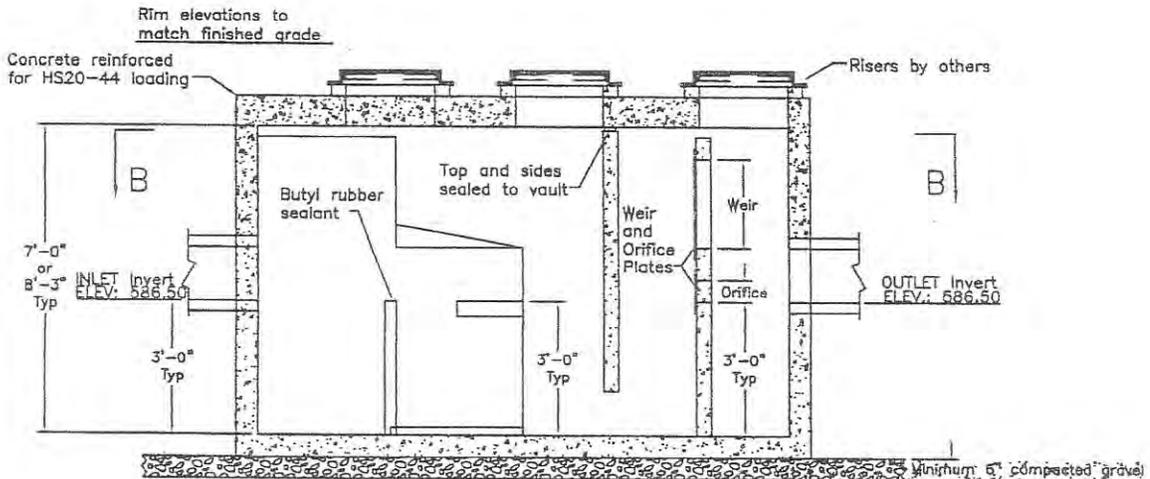
If maintenance is not performed as recommended, sediment may accumulate outside the grit chamber. If this is the case, it may be necessary to pump out all chambers. It is a good idea to check for accumulation in all chambers during each maintenance event to prevent sediment build up there.

Manhole covers should be securely seated following cleaning activities, to ensure that surface runoff does not leak into the unit from above.

NOTE:
Vortechs Systems installed in a bypass configuration require an upstream diversion structure that shall be detailed by the Consulting Engineer with elevation and weir width data provided by Vortechtechnics.



PLAN VIEW B - B



SECTION A - A

NOTES:

- Stormwater Treatment System (SWTS) shall have:
Peak treatment capacity: 6 cfs
Sediment storage: 2.5 cu yd
Sediment chamber dia: 8' min
- SWTS shall be contained in one rectangular structure
- SWTS shall remove 80% of annual TSS loading
- SWTS shall retain floatables and trapped sediment up to and including peak treatment capacity
- SWTS inverts in and out shall be at the same elevation
- SWTS shall not be compromised by effects of downstream tailwater
- SWTS shall have no internal components that obstruct maintenance access
- Inlet pipe must be perpendicular to the structure
- Pipe orientation may vary; see site plan for size and location
- Purchaser shall not be responsible for assembly of unit
- Manhole frames and perforated covers supplied with system, not installed
- Purchaser to prepare excavation and provide lifting equipment
- Contact Vortechtechnics @ (207) 878-3882 Ext. 123 for ordering information

This CADD file is for the purpose of specifying stormwater treatment equipment to be furnished by Vortechtechnics, Inc. and may only be transferred to other documents exactly as provided by Vortechtechnics. Title block information, excluding the Vortechtechnics logo and the Vortechs Stormwater Treatment System designation and patent number, may be deleted if necessary. Revisions to any part of this CADD file without prior coordination with Vortechtechnics shall be considered unauthorized use of proprietary information.



41 Evergreen Drive
Portland, ME 04103
Tel: 207-878-3662
Fax: 207-878-3307

STANDARD DETAIL
STORMWATER TREATMENT SYSTEM
VORTECHS™ MODEL 4000 U.S. PATENT No. 5,759,415

PROPRIETARY INFORMATION - NOT TO BE USED FOR CONSTRUCTION PURPOSES

DATE: 10/14/99	SCALE: 1/4" = 1'-0"	FILE NAME: STD4K	DR. W. BY: AP/NDG	CHECKED BY: KJM
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DRAFT
CITY OF TRAVERSE CITY
CONTRACTOR AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2015, by and between the CITY OF TRAVERSE CITY, a Michigan municipal corporation, of 400 Boardman, Traverse City, Michigan, 49684, (the "City"), and _____, a (sole proprietorship/partnership/corporation) of _____, (if a corporation, state of incorporation) (the "Contractor");

WHEREAS, the City desires to engage the services of the Contractor to furnish technical and professional assistance concerning the project which is described as:

**TRAVERSE CITY STORM WATER TREATMENT
SYSTEMS (14 MORE OR LESS) AND
CATCH BASIN CLEANING (1450 more or less) PROJECT**

and the Contractor wishes to furnish such technical and professional service to the City and has represented that the Contractor has the education, expertise, capability and the necessary licenses to perform such services;

THEREFORE, the parties mutually agree as follows:

1. Agreement Documents. The following shall be deemed to be a part of this Agreement and incorporated herein.
 - A. Notice
 - B. Request for Proposals/Bids
 - C. Contractor's Proposal/Bid
 - D. Schedule of Payments
 - E. Timetable for Activities
2. Scope of Services. The Contractor shall provide services in accordance with and as set forth in the Agreement documents.
3. Compensation and Method of Payment. The City shall pay to the Contractor and the Contractor agrees to accept as full compensation for services under this Agreement the total sum of \$ _____ in accordance with the Schedule of Payments.
4. Period of Performance. The services to be rendered under this Agreement shall commence within ten working days of execution hereof. This Agreement may be renewed for two additional years, in one-year increments subsequent to the initial 2015-2016 contract year, if the price remains the same and the service remains satisfactory as determined by the City. Performance shall be in accordance with the Timetable for Activities.
5. Independent Contractor. The relationship of the Contractor to the City is that of

an independent contractor and in accordance therewith, the Contractor covenants and agrees to conduct itself consistent with such status and that neither it nor its employees, officers or agents will claim to be an officer, employee or agent of the City or make any claim, demand or application to or for any rights or privileges applicable to any officer or employee of same, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. The parties do not intend the services provided by the Contractor to be a joint venture.

6. The Contractor's Responsibility. The Contractor shall perform the work in a good and workmanlike manner and assumes the risk in performing under this Agreement. The Contractor shall be solely responsible and answerable in damages for all improper work, accidents or injuries to person or property.

7. Recovery of Money. Whenever, under this Agreement, any sum of money shall be recoverable from or payable by the Contractor to the City, the same amount may be deducted from any sum due to the Contractor under this Agreement or under any other contract between the Contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Contractor.

8. Disclosure by City Commissioner. Pursuant to 1968 Public Act 317, a City Commissioner with a pecuniary interest in a business submitting a bid for which the City may enter into a contract or issue a service/purchase order is required to publicly disclose their pecuniary interest prior to awarding the contract or issuing the service/purchase order. A form is provided and should be included with the bid.

9. Indemnity. The Contractor shall indemnify and save harmless the City, its officers, agents and employees from and against any and all claims, liabilities, losses, damages, actual attorney fees and settlement expenses arising from bodily injury or death of any persons and damage or loss of any property resulting or arising out of or in connection with the willful or negligent acts, omissions, or errors of the Contractor or its employees, agents, servants and subcontractors. Losses include damages the City may sustain as a result of the failure of the Contractor to comply with the provisions of this Agreement. The Contractor shall not be obligated to indemnify the City for the City's own negligence. This indemnification provision shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the City in an action against them.

The City hereby reserves the right to select its own counsel, in defense of any matter arising hereunder, and no payment or acknowledgment of liability, loss, fine, penalty or charge shall be made against the City without its express written consent. This indemnity shall survive the expiration and termination of this Agreement. However, this survival shall be no longer than the expiration of the applicable statute of limitation.

The Contractor expressly acknowledges and agrees that this indemnification provision is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and

effect. This provision shall survive the termination of this Agreement.

10. Insurance. The Contractor agrees not to change and agrees to maintain the following insurance throughout the period of performance of this Agreement. The Contractor will upon execution of this Agreement provide a certificate of insurance to the City Clerk. The policy shall contain endorsements stating that at least a 10-day notice will be given to the City prior to termination or any change in the policy; and in the case where Contractor is required to name the City as additional insured, shall provide an endorsement stating that the City has been named as an additional insured onto such policy for all claims arising out of the Contractor's work. Should any required insurance be cancelled, materially reduced or expired, all activities under this Agreement shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to the City. Upon request by the City Clerk, Contractor shall provide a full copy of any insurance policy for insurance coverage required under this agreement within ten (10) days of request. This time frame may be extended by the City Clerk in cases where the policy has not been issued.

A. Commercial General Liability. The Contractor shall acquire and maintain commercial general liability insurance coverage in the amount of \$1,000,000 per occurrence with the City being named as additional insured for all claims arising out of the Contractor's work, including completed operations coverage (if required in the Request for Proposals/Bids). For contracts in excess of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000), the Contractor shall provide ISO general aggregate endorsement CG 25 03 which provides a project specific aggregate of \$2 million for general liability.

B. Pollution/Environmental Liability. The Contractor shall acquire and maintain pollution/environmental liability insurance coverage on a "per occurrence" basis in the amount of \$1,000,000 per occurrence with the City being named as additional insured.

C. Workers Compensation. The parties shall maintain suitable workers compensation insurance pursuant to Michigan law and the Contractor shall provide a certificate of insurance or copy of state approval for self insurance to the City Clerk upon execution of this Agreement.

11. Compliance with Regulations. The Contractor shall comply with all applicable statutes, rules and regulations of all federal, state and local governments and agencies having jurisdiction, and bears the risk of any such authorities or changes thereto.

12. Standard of Conduct. The Contractor shall render all services under this Agreement according to generally accepted professional practices for the intended use of the work or project.

13. The City's Obligation. The City shall provide the Contractor with all information currently available to the City upon request of the Contractor. The City Manager shall designate a City employee to be the City's representative for purposes of this Agreement.

14. Non-Discrimination. The parties agree not to discriminate against an 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 their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of this Agreement.

15. Prohibition Against Assignment. This Agreement is intended to secure the service of the Contractor because of its ability and reputation and none of the Contractor's duties under this Agreement shall be assigned, subcontracted, or transferred without the prior written consent of the City Manager. Any assignment, subcontract or transfer of the Contractor's duties under this Agreement must be in writing.

16. Third Party Participation. The Contractor agrees that despite any subcontract entered into by the Contractor for execution of activities or provision of services related to the completion of this project, the Contractor shall be solely responsible for carrying out the project pursuant to this Agreement. The Contractor shall specify in any such subcontract that the subcontractor shall be bound by this Agreement and any other requirements applicable to the Contractor in the conduct of the project unless the City Manager and the Contractor agree to modification in a particular case. The Contractor shall not subcontract unless agreed upon in writing by the City.

17. Third Party Beneficiaries. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

18. Interest of the Contractor. The Contractor represents that its officers and employees have no interest and covenant that they will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of the Contractor's services and duties hereunder. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. The Contractor further covenants that neither it nor any of its principals are in default to the City.

19. Covenant Against Contingent Fees. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach of violation of this warranty, the City shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

20. Qualifications of the Contractor. The Contractor specifically represents and agrees that its officers, employees, agents and consultants have and shall possess the experience, knowledge, and competence necessary to qualify them individually for the particular duties they perform hereunder.

21. Notice. Whenever it is provided in this Agreement that a notice or other communication is to be given or directed to either party, the same shall be given or directed to the respective party at its address as specified in this Agreement, or at such other address as either party may, from time to time, designate by written notice to the other.

22. Amendments. This Agreement may be modified from time to time, but such modifications shall be in writing and signed by both parties.

23. Termination.

A. For Fault. If the City Manager determines that the Contractor has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by this Agreement, the City Manager may terminate or suspend this Agreement in whole or in part upon written notice to the Contractor specifying the portions of this Agreement and in the case of suspension shall specify a reasonable period not more than thirty (30) days nor less than fifteen (15) days from receipt of the notice, during which time the Contractor shall correct the violations referred to in the notice. If the Contractor does not correct the violations during the period provided for in the notice, this Agreement shall be terminated upon expiration of such time. Upon termination, any payment due the Contractor at time of termination may be adjusted to cover any additional costs occasioned the City by reason of the termination. This provision for termination shall not limit or modify any other right to the City to proceed against the Contractor at law or under the terms of this Agreement.

B. Not for Fault. Whenever the City Manager determines that termination of this Agreement in whole or in part is in the best interest of the City or in the event that termination is required by any state or federal agency, the City Manager may terminate this Agreement by written notice to the Contractor specifying the services terminated and the effective date of such termination. Upon termination, the Contractor shall be entitled to and the City shall pay the costs actually incurred in compliance with this Agreement until the date of such termination.

24. Force Majeure. If because of force majeure, either party is unable to carry out any of its obligations under this Agreement (other than obligations of such party to pay or expend money for or in connection with the performance of this Agreement), and if such party promptly gives to the other party concerned written notice of such force majeure, then the obligations of the party giving such notice will be suspended to the extent made necessary by such force majeure and during its continuance, provided the effect of such force majeure is eliminated insofar as possible with all reasonable dispatch. "Force Majeure" means unforeseeable events beyond a party's reasonable control and without such party's fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of the federal government, acts of another party to this Agreement, fire, flood, inclement weather, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, legislation, charter amendments or referendum, orders or acts of civil or military authority, injunctions, or other causes of a similar nature which wholly or substantially prevent performance. If the suspension of work lasts for more than 30 days, the City may terminate this

Agreement.

25. Delay. If the Contractor is delayed in the completion of the work due to force majeure or otherwise, the time for completion may be extended for a period determined by the City in its sole discretion to be equivalent to the time of such delay. The City may terminate this Agreement if the delay lasts for more than 30 days. Upon termination by the City, the Contractor shall be entitled to the costs actually incurred in compliance with this Agreement less any costs incurred by the City as a result of the delay until the date of such termination, but not more than the maximum Agreement amount.

26. Interpretation. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. This Agreement was drafted at the joint direction of the parties. The pronouns and relative words used herein are written in the neuter and singular. However, if more than one person or entity joins in this Agreement on behalf of the Contractor, or if a person of masculine or feminine gender joins in this Agreement on behalf of the Contractor, such words shall be interpreted to be in the plural, masculine or feminine as the sense requires. In the event that any term, clause or provision of this Agreement conflicts with any term, clause, or provision contained in any attachments to this Agreement, this Agreement's terms shall prevail.

27. Venue. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Grand Traverse, State of Michigan.

28. Dispute Resolution. If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to meet and confer to negotiate a resolution of the dispute. They further agree as follows:

A. Mediation. If they are unable to resolve the dispute themselves and before formally instituting any other dispute mechanism, they shall utilize the services of a mutually acceptable neutral mediator, who meets the qualifications of MCR 2.411, to bring them together in at least one mediation session.

B. Arbitration. If they are unable to resolve the dispute through mediation, it may be decided by final and binding arbitration according to the rules and procedures of the American Arbitration Association or a similar agreed to organization or arbitrator. Judgment upon the award rendered by the arbitrator may be entered in Circuit Court.

C. Venue. All meetings, hearings and actions to resolve the dispute shall be in Grand Traverse County.

D. Notice. Written notice of a claim shall be given to the other party not later than 90 days after the occurrence giving rise to the dispute becomes known or should have become known. Negotiations and mediation shall occur within 60 days after such notice. Unless a longer time is agreed upon, arbitration must be demanded within 120 days after

such notice and, if not, the claim is deemed waived. Arbitration must be demanded within this time limit even if negotiation or mediation has not occurred, but the arbitrator must direct the parties to mediation before issuing an award.

29. Reuse of Documents. All documents and electronic files delivered to the City are instruments of service in respect of the project. Nevertheless, all documents and electronic files delivered to the City shall become property of the City upon completion of the work and payment in full of all monies due the Contractor. Copies of the City-furnished data that may be relied upon by the Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files on electronic media of text, data or graphics or of other types that are furnished by the City to the Contractor are only for convenience of the Contractor. Any conclusion of information obtained or derived from such electronic files will be at the user's sole risk. Economic benefit to the City for having these files is predicated on the files being media form, software release number and hardware operating system number as utilized by the Contractor. Copies of documents that may be relied upon by the City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Contractor. Files on electronic media of text, data or graphics or of other types that are furnished by the Contractor to the City shall be in a compatible software format for use by the City. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk. Electronic file copies of drawings will not contain the Contractor's seal or the identification of the Contractor in the title block.

30. Freedom of Information Act. The Contractor acknowledges that the City may be required from time to time to release records in its possession by law. The Contractor hereby gives permission to the City to release any records or materials received by the City as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 *et seq.* Provided, however, that the Contractor shall not be held liable for any reuse of the documents prepared by the Contractor under this Agreement for purposes other than anticipated herein.

31. Digital Signatures. The parties hereto acknowledge and agree under the Uniform Electronic Transactions Act, MCL 450.832, *et seq.* that this Agreement may be executed with the electronic signature of any person authorized and required to sign on behalf of the parties hereto.

32. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

33. No Waiver. No waiver by any party of any default by another party in the performance of any portion of this Agreement shall operate or be construed as a waiver of any future default, whether like or different in character.

34. Entire Agreement. This Agreement, together with all items incorporated herein by reference, constitutes the entire agreement of the parties and there are no valid promises, conditions or understandings which are not contained herein. It is understood that should the Contractor recommend further work concerning the project, the City is under no obligation to engage the Contractor in such work.

35. Authority to Execute. The parties agree that the signatories appearing below have

the authority and are duly authorized to execute this Agreement on behalf of the party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF TRAVERSE CITY

By _____
Michael Estes, Mayor

By _____
Benjamin C. Marentette, City Clerk

APPROVED AS TO SUBSTANCE:

Penny Hill, Acting City Manager

APPROVED AS TO FORM:

Lauren Tribble-Laucht, City Attorney

CONTRACTOR

By _____
Signature

Name and Title (print or type)

SCOPE OF SERVICES

[Request for Proposals/Bids and the Contractor's Proposal/Bid inserted here]

SCHEDULE OF PAYMENTS

Payments may be made to the Contractor after satisfactory service and upon receipt of a valid invoice approved by the City.

Final payment shall be made upon completion of all the Contractor's services. Total payment including expenses shall be \$_____.

TIMETABLE FOR ACTIVITIES

The Contractor's services shall commence within ten working days after execution of this Agreement. The schedule of activities shall follow the City's Request for Proposals/Bids and the Contractor's Proposal/Bid attached hereto and incorporated herein by reference.

Services shall be completed not later than June 30, 2015 Catch Basin Cleaning. Services for Cycle 1 of the Storm Water Treatment System Cleaning must be completed between October 1, 2015 and October 31, 2015. Services for Cycle 2 of the Storm Water Treatment System Cleaning must be completed between May 1, 2016 and May 31, 2016.

Bidder - Please complete and return

BID SUMMARY

TITLE: TC Storm Water Treatment Systems & Catch Basin Cleaning Project

DUE DATE: Thursday, April 23, 2015 AT 2 PM

Having carefully examined the attached specifications and any other applicable information, the undersigned proposes to furnish all items necessary for and reasonably incidental to the proper completion of this bid. Bidder submits this bid and agrees to meet or exceed all requirements and specifications unless otherwise indicated in writing and attached hereto.

Bidder certifies that as of the date of this bid the Company or he/she is not in arrears to the City of Traverse City for debt or contract and is in no way a defaulter as provided in Section 152, Chapter XVI of the Charter of the City of Traverse City.

Bidder understands and agrees, if selected as the successful Bidder, to enter into a Contractor Agreement (Draft attached) with the City and to provide proof of the required insurance.

Bidder submits this bid and agrees to meet or exceed all the City of Traverse city's requirements and specifications unless otherwise indicated in writing and attached hereto. Bidder shall comply with all applicable federal, state, local and building codes, laws, rules and regulations and obtain any required permits for this work.

The Bidder certifies that it is in compliance with the City's Nondiscrimination Policy as set forth in Administrative Order No. 47 and Chapter 605 of the City's Codified Ordinances.

The Bidder certifies that none of the following circumstances have occurred with respect to the Bidder, an officer of the Bidder, or an owner of a 25% or more share in the Bidder's business, within 3 years prior to the bid:

- (a) conviction of a criminal offense incident to the application for or performance of a contract;
- (b) conviction of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense which currently, seriously and directly reflects on the Bidder's business integrity;
- (c) conviction under state or federal antitrust statutes;
- (d) attempting to influence a public employee to breach ethical conduct standards; or
- (e) conviction of a criminal offense or other violation of other state, local, or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in

the opinion of the City indicates that the bidder is unable to perform responsibility or which reflects a lack of integrity that could negatively impact or reflect upon the City of Traverse City, including but not limited to, any of the following offenses or violations of:

- i. The Natural Resources and Environmental Protection Act.
- ii. A persistent and knowing violation of the Michigan Consumer Protection Act.
- iii. Willful or persistent violations of the Michigan Occupational Health and Safety Act.
- iv. A violation of federal, local, or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
- v. Repeated or flagrant violations of laws related to the payment of wages and fringe benefits.

(f) the loss of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question.

Bidder understands that the City reserves the right to accept any or all bids in whole or part and to waive irregularities in any bid in the best interest of the City. The bid will be evaluated and awarded on the basis of the best value to the City. The criteria used by the City may include, but will not be limited to: ability, qualifications, timeframe, experience, price, type and amount of equipment, accessories, options, insurance, permits, licenses, other pertinent factors and overall capability to meet the needs of the City. The City is sales tax exempt – Government.

Bidder agrees that the bid may not be withdrawn for a period of sixty (60) days from the actual date of the opening of the bid.

**TC STORM WATER TREATMENT SYSTEMS AND CATCH BASIN CLEANING
PROJECT
CITY OF TRAVERSE CITY**

Item No	Est Qty	Unit	Description of Items	Unit Price	Total Price
1	1450	EA	Catch Basin Structure, Clean		
2	2	CYCLE	Location # 1, Hannah Park, Aqua Swirl (approx. 2500 gallons)		
3	2	CYCLE	Location # 2, Hannah Park, Stormceptor (approx. 2700 gallons)		
4	2	CYCLE	Location # 3, Union St., CDS Technologies (approx. 1400 gallons)		
5	2	CYCLE	Location # 4, Cass St., Vortsentry (approx. 3000 gallons)		
6	2	CYCLE	Location # 5, East Bay Park, 8' Downstream Defender, City Tanks, Helix Filtration Tank (approx. 13800 gallons)		
7	2	CYCLE	Location #6, East 8 th Street, 8' Downstream Defender, City Tank (approx. 6900 gallons)		
8	2	CYCLE	Location # 7, Holiday Inn, 6' Downstream Defender, City Tank (approx. 5400 gallons)		
9	2	CYCLE	Location # 8, Woodmere Avenue, City DPS Building, Aqua Swirl (approx. 1250 gallons)		
10	2	CYCLE	Location # 9, Parking Lot C, Aqua Swirl (approx. 1250 gallons)		
11	2	CYCLE	Location # 10, Hardy Parking Deck, Vortechinics, (approx. 1750 gallons)		
12	2	CYCLE	Location # 11, Parking Lot E, City Tank (approx. 3900 gallons)		
13	2	CYCLE	Location # 12, Bryant Park, 6' Downstream Defender, City Tanks (approx. 9300 gallons)		
14	2	CYCLE	Location # 13, East Bay Park, 6' Downstream Defender, City Tank, Helix Filtration Tank (approx. 8400 gallons)		
15	2	CYCLE	Location # 14, East Bay Park, 6' Downstream Defender, City Tank, Helix Filtration Tank (approx. 8400 gallons)		

**Total Bid
(Items 1 through 15, inclusive)**

\$ _____

DOLLARS

(write in amount)

Submitted by:

Signature

Company Name

Name and Title (Print)

Company Address

Phone

Fax

City,

State,

Zip

Sole proprietorship/partnership/corporation

If corporation, state of corporation

REFERENCES: (include name of organization, contact person, and daytime phone number).

1. _____
Contact Person: _____ Telephone: _____

2. _____
Contact Person: _____ Telephone: _____

3. _____
Contact Person: _____ Telephone: _____