



Department of Management Services
Purchasing Division
241 West South Street
Kalamazoo, MI 49007-4796
Phone: 269.337.8020
Fax: 269.337.8500
www.kalamazoocity.org
purchasing@kalamazoocity.org

INVITATION FOR BIDS (IFB)

The City of Kalamazoo, Michigan is soliciting sealed bids for:

Project Name: 2023 Catch Basin Cleaning Program **Bid Reference #: 91381-001.0**
Project funded with American Rescue Plan Act (ARPA) funds

IFB ISSUE DATE: May 5, 2023

BID DUE/OPENING DATE: May 31, 2023 at 3:30 p.m. Local Time
Facsimile Bids Will Not Be Accepted.

MAILING ADDRESS & INSTRUCTIONS

Mail To:

Purchasing Division
241 W. South Street
Kalamazoo, MI 49007

Questions for this IFB should be directed to:

Department Contact: Tom Palumbo, PE
Senior Civil Engineer – Public Works at
palumbot@kalamazoocity.org or 269-303-5142

Include on the Envelope the Project Name and Bid Reference Number. All Envelopes Must Be Sealed.

You are invited to submit a bid for this project. Specifications, terms, conditions and instructions for submitting bids are contained herein. This Invitation for Bids with all pages, documents and attachments contained herein, or subsequently added to and made a part hereof, submitted as a fully and properly executed bid shall constitute the contract between the City and the successful bidder when approved and accepted on behalf of the City by an authorized official or agent of the City. Please review the bid document as soon as possible and note the **DEADLINE FOR QUESTIONS** in the Instructions to Bidders.

All bidders shall complete and return the Bid and Award page(s) and submit all information requested herein in order for a bid to be responsive. The bid document shall be returned in its entirety, in a properly identified and sealed envelope to the Purchasing Division at the above address. **BIDS MUST BE RECEIVED BEFORE THE DUE DATE - LATE BIDS WILL NOT BE CONSIDERED.** The City reserves the right to postpone the bid opening for its own convenience.

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STATEMENT OF NO BID

NOTE: If you DO NOT intend to bid on this commodity or service, please complete and return this form immediately. Your response will assist us in evaluating all responses for this important project and to improve our bid solicitation process.

The Purchasing Division of the City of Kalamazoo wishes to keep its bidders list file up-to-date. If, for any reason you cannot supply the commodity/service noted in this bid solicitation, this form must be completed and returned to remain on the particular bid list for future projects of this type.

If you do not respond to this inquiry within the time set for the bid opening date and time noted, we will assume that you can no longer supply this commodity/service, and your name will be removed from this bid list.

- _____ Specifications too "tight", i.e. geared toward one brand/ manufacturer only (explain below).
- _____ Specifications are unclear (explain below).
- _____ We are unable to meet specifications.
- _____ Insufficient time to respond to the Invitation for Bid.
- _____ Our schedule would not permit us to perform.
- _____ We are unable to meet bond requirements.
- _____ We are unable to meet insurance requirements.
- _____ We do not offer this product or service.
- _____ Remove us from your bidders list for this commodity or service.
- _____ Other (specify below).

REMARKS: _____

SIGNED: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

FIRM NAME: _____
(if any)

ADDRESS: _____
(Street address) (City) (State) (Zip)

PHONE: _____ FAX: _____

EMAIL: _____

SECTION I INSTRUCTIONS FOR BIDDERS

1. EXAMINATION OF BID DOCUMENT

Before submitting a bid, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The bidder shall indicate in the bid the sum to cover the cost of all items included on the bid form.

2. PREPARATION OF BID

The bid shall be legibly prepared in ink or typed. If a unit price or extension already entered by the bidder on the Bid and Award form is to be altered, it shall be crossed out and the new unit price or extension entered above or below and initialed by the bidder with ink. The bid shall be legally signed and the complete address of the bidder given thereon.

All bids shall be tightly sealed in an envelope plainly marked SEALED BID and identified by project name, bid opening date and time. Bids opened by mistake, due to improper identification, will be so documented and resealed. The Purchasing Division will maintain and guarantee confidentiality of the contents until the specified opening date and time. Bids submitted by Fax machine will not be accepted.

3. EXPLANATION TO BIDDERS

Any binding explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bid (IFB) and attachments must be requested in writing, **at least business 5 days before the bid opening** so a reply may reach all prospective bidders before the submission of bids. Any information given to a prospective bidder concerning the IFB will be furnished to all prospective bidders as an amendment or addendum to the IFB if such information would be prejudicial to uninformed bidders. Receipt of amendments or addenda by a bidder must be acknowledged in the bid by attachment, or by letter or fax received before the time set for opening of bids. Oral explanation or instructions given prior to the opening will not be binding.

4. CASH DISCOUNTS

Discount offered for payment of less than thirty (30) days will not be considered in evaluating bids for award. Offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in evaluation of the bid.

5. WITHDRAWAL OF BIDS

Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bid. No bid may be withdrawn for at least ninety (90) days after bid opening.

6. ALTERNATE BIDS

bidders are cautioned that any alternate bid, unless specifically requested or any changes, insertions or omissions to the terms and conditions, specifications or any other requirement of this IFB may be considered non-responsive, and at the option of the City, result in rejection of the alternate bid.

7. LATE BIDS

Any bid received at the office designated herein after the exact time specified for receipt will not be considered. (Note: The City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid and no award has been made).

8. UNIT PRICES

If there is a discrepancy between unit prices and their extension, unit prices shall prevail.

**SECTION II
 BID AND AWARD**

The undersigned having become thoroughly familiar with all of the bid/contract documents incorporated herein, the project site and the location conditions affecting the work, hereby proposes to perform everything required to be performed in strict conformity with the requirements of these documents, and to provide and furnish all the equipment, labor and materials necessary to complete, in a professional manner, the furnishing and installing of all of the following, meeting or exceeding the specifications as set forth herein for the prices as stated below.

2023 CATCH BASIN CLEANING PROGRAM

Item	Description	Unit	Est Qty	Unit Price	Extended Price
1	Catch Basin Cleaning	Ea	410	\$	\$
2	Maintenance of Traffic Control Devices	LSUM	1	\$	\$
TOTAL BID AMOUNT				\$	

Bidder shall provide all of the information as requested herein with their bid. Failure to do so and/or failure to provide post-bid requested information may be cause for rejecting the bid as non-responsive.

After receipt of Notice to Proceed, work shall start **within 10 working days** of Notice to Proceed, unless otherwise agreed to by the Project Manager, and shall be completed by **October 1, 2023**.

Bidder/Contractor has examined and carefully studied the bidding documents and attachments, and acknowledges receipt of the following addenda:

Addendum No: _____

Dated: _____

By my signature below, I certify that the firm bidding on this contract, when making hiring decisions, does not use a past criminal conviction as a bar to or preclude a person with a criminal conviction from being considered for employment with the bidding firm unless otherwise precluded by federal or state law. I further certify that I have read and agree to be bound by the provisions of the City’s Non-Discrimination Clause found in Appendix A as updated by City Ordinance 1856.

Signed: _____ Name: _____

Title: _____

CITY OF KALAMAZOO EX-OFFENDER POLICY CHECKLIST

As part of the City’s commitment to reducing unacceptable poverty, encouraging rehabilitation, reducing recidivism and strengthening families in Kalamazoo, the City has updated its Purchasing Policy to ensure that firms with whom the City does business share in this commitment by utilizing hiring practices that do not unfairly deny people with arrest and conviction records gainful employment. *(Important: This requirement also extends to any subcontractors the bidder intends to use to fulfill the contract for goods or services being sought from the City.)*

Part I: Proof that the bidder does not inquire about an individual’s past arrest or criminal history on the bidder’s employment application form

- Attach a copy of the current application for employment being used by the bidder

Part II: Certification that the bidder does not use an individual’s past arrest or criminal history to unlawfully discriminate against them by checking one or more of the following:

- That pursuant to federal or state law bidder is precluded from hiring persons with certain criminal records from holding particular positions or engaging in certain occupations by providing a cite to the applicable statute or regulation; if checking this box, provide a citation to the applicable statute or rule upon which the bidder is relying:_____

- That bidder conducts criminal history background checks only as necessary, and only after making a conditional offer of employment; that any withdrawal of an offer of employment to an individual because of a past criminal history is job-related and consistent with business necessity after the individual has been provided an individualized assessment opportunity to review and challenge or supplement the history of past criminal conduct being relied upon by the bidder.

- That the use by bidder of criminal history background checks complies with the U.S. Equal Employment Opportunity Commission’s Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions and that the bidder has not had a determination rendered against it in past 7 years that it discriminated against a person through the use of an individual’s arrest or criminal history

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE.

Date

Signature

Printed Name

Position

REFERENCE QUESTIONNAIRE

Please answer the following questions completely.

1. Firm name: _____
2. Established: Year _____ Number of Employees: _____
3. Type of organization:
 - a. Individual: _____
 - b. Partnership: _____
 - c. Corporation: _____
 - d. Other: _____
4. Former firm name(s) if any, and year(s) in business:

5. Include at least 3 references of contracts for similar work performed over the last five (5) years. Include: owner, contact person and phone number and description of work performed.
 - a. Company Name: _____
Address: _____
Phone: _____
Contact: _____
Type of work or contract: _____
 - b. Company Name: _____
Address: _____
Phone: _____
Contact: _____
Type of work or contract: _____
 - c. Company Name: _____
Address: _____
Phone: _____
Contact: _____
Type of work or contract: _____

I hereby certify that all of the information provided is true and answered to the best of my ability.

Signed: _____ Name: _____
(type or print)

Title: _____ Date: _____

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this bid which will become a binding contract if accepted by the City of Kalamazoo. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered/accepted anything of value to/from an official or employee of the City of Kalamazoo that would tend to destroy or hinder free competition.

The firm's identification information provided will be used by the City for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to, another firm please provide a complete explanation on your letterhead and attach to your bid. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): _____

Remittance Address: _____

Financial Contact Name: _____ Financial Contact Phone Number: _____

Financial Contact Email Address: _____

I hereby state that I have read, understand and agree to be bound by all terms and conditions of this bid document.

SIGNED: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

FIRM NAME: _____
(if any)

ADDRESS: _____
(Street address) (City) (State) (Zip)

PHONE: _____ FAX: _____

EMAIL ADDRESS: _____

FOR CITY USE ONLY - DO NOT WRITE BELOW

COVID-19 ADDENDUM #2

January 1, 2022

TO: ALL Prospective Bidders
PROJECT: ALL Upcoming Projects

The purpose of this addendum is to clarify and/or modify the sealed bid delivery and bid opening process for all upcoming projects. All work affected is subject to all applicable terms and conditions of the Bidding and Contract Documents.

1. UPDATE TO SEALED BID DELIVERY AND BID OPENING POLICY:

Effective immediately and continuing until further notice, the City of Kalamazoo will return to IN-PERSON bid openings following City Hall guidelines, including Mask Mandate.

BIDS MUST BE RECEIVED BEFORE THE DUE DATE AND TIME – LATE BIDS WILL NOT BE CONSIDERED.

Bidders can submit sealed bids in one of the following ways:

- **Mail your bid**, to be received before the bid due date and time indicated in the bid document, to the City of Kalamazoo at the following address:

City of Kalamazoo
Purchasing Division
241 West South Street
Kalamazoo, MI 49007

- **Deliver your bid to the Treasurer's Office Payment Drop Box** located in the northwest corner of City Hall before the bid due date and time indicated in the bid document.
- **Deliver your bid to City Hall In Person before** the bid due date and time indicated in the bid document.

All bids shall be tightly sealed in an envelope plainly marked SEALED BID and identified by project name, bid opening date and time. Bids opened by mistake, due to improper identification, will be so documented and resealed. The Purchasing Division will maintain and guarantee confidentiality of the contents until the specified opening date and time. Bids submitted by fax machine or email will not be accepted.

The Purchasing Division will post bid tabulations to the City of Kalamazoo website within 24 hours after the bid opening date and time at: <https://www.kalamazoo.org/bidopportunities>.

Questions regarding this sealed bid delivery and bid opening policy change related to the COVID-19 virus should be directed to the City of Kalamazoo at (269) 337-8020.

Sincerely,



Michelle Emig
Purchasing Division Manager

SECTION III CITY OF KALAMAZOO INDEMNITY AND INSURANCE

Contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Kalamazoo within ten (10) days of the Notice of Award. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included and (E) XCU coverage if the nature of the contract requires XC or U work.

Automobile Liability in accordance with all applicable statutes of the State of Michigan, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: The City of Kalamazoo, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that by naming the City of Kalamazoo as additional insured, coverage afforded is considered to be primary and any other insurance the City of Kalamazoo may have in effect shall be considered secondary and/or excess.

To the fullest extent permitted by law the Contractor agrees to pay on behalf of, indemnify, and hold harmless the City of Kalamazoo, its elected and appointed officials, and employees against any claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Kalamazoo, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, caused in whole or part by any negligent act or omission by the Contractor, its employees, agents, or officers which arises out of, or is in any way connected or associated with, this contract.

Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days, or ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City of Kalamazoo, Purchasing Division, 241 W. South Street, Kalamazoo, MI 49007.

INDEMNITY AND INSURANCE

Continued

Proof of Insurance Coverage: The Contractor shall provide the City of Kalamazoo at the time that the contracts are returned by him/her for execution, or within 10 days of Notice of Award, whichever is earlier, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to City of Kalamazoo at least ten (10) days prior to the expiration date.

Scope of Coverage: The above requirements and conditions shall not be interpreted to limit the liability of the Contractor under this Contract, but shall be interpreted to provide the greatest benefit to the City and its officers and employees. The above listed coverages shall protect the Contractor, its employees, agents, representatives and subcontractors against claims arising out of the work performed. It shall be the Contractor's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the contract.

SECTION IV SPECIFICATIONS

1. INTENT

The intent of this contract is to perform necessary stormwater catch basin maintenance in specific catchment areas. The purpose of this program is to reduce pollution and localized flooding to protect public health and safety and prevent property damage, in accordance with the City of Kalamazoo NPDES MS4 Permit.

2. SCOPE

2.1 The Contractor shall furnish supervision and all labor, equipment, supplies, materials, and fuel to satisfactorily clean and record information of City-owned catch basins, in compliance with all state and federal laws and safety standards within the public rights-of-way maintained by the City of Kalamazoo.

2.2 **Additions or deletions to the Scope of Services.** The quantities stated here in are based on estimate and are not intended as a guarantee as to a maximum or minimum amount that may be used under this contract and may be more or less than indicated. The City may, at its own option, add services to or delete services from the work provided by this contract, to serve its best interest, or to respond to changes in property ownership during the course of the implementation of this contract.

3. CONTRACT PERIOD/RENEWALS

3.1. The contract shall be in effect for the duration of work. Work should be completed by October 1, 2023.

3.2. The City may opt to extend this contract for up to three (3) one-year periods.

3.3. Renewals will be based upon mutual agreement, and the availability of funding.

4. AWARD CRITERIA

All of the following factors will be considered in evaluating bids received:

- Responsiveness to Invitation for Bids specifications
- Project cost
- Qualifications of firm
- References

5. CATCH BASIN MAINTENANCE SPECIFICATIONS

The City of Kalamazoo is seeking a qualified contractor to perform catch basin sump cleaning and recording of information. The scope of work is to provide all supervision, labor, tools, equipment, fuel, and services required to perform catch basin cleaning work as specified herein. The Contractor will be responsible for any damages caused to the City or private property resulting from catch basin cleaning operations.

- 5.1 **CATCH BASIN CLEANING** Sides and bottom of catch basins shall be thoroughly flushed to remove leaves, sediment, gravel, and all other debris. Contractor shall complete vacuum water and debris from cleaned basin. Large debris shall be removed by hand, if necessary, to attain a thoroughly cleaned catch basin. White paint shall be used to mark basins when cleaned. Orange paint shall be used to mark cleaned basins that appear to have structural damage. Contractor shall flush of debris the surrounding pavement and gutter area after cleaning each catch basin.
- 5.2 **DISPOSAL LOCATIONS** Waste from catch basin cleaning shall be disposed of in accordance with Part 115 and Part 121 according to the Michigan Natural Resources and Environmental Protections Act (Act 451 / NREPA). Contractor shall provide Liquid Industrial Byproduct (LIB) Manifest documentation to City upon project completion.
- 5.3 **RECORDING OF INFORMATION** Contractor shall maintain an electronic Excel spreadsheet (see attached example) containing information on each catch basin cleaned. Information shall include name of structure, sump rating (1-5, with 1 being clean and 5 full of debris), before and after photos, and structural condition (1-5, 5 being the worst). The City may also request additional categories be added. Catch basins not properly recorded will not be considered for payment. Contractor shall report to City Project Manager any storm structures that are found and not in the City database.
- 5.4 **IMMEDIATE STRUCTURE CONCERNS** If any storm structure is found to have a defect that presents a safety hazard to the public, this shall be reported to the City Project Manager immediately. Defects may include missing or broken castings, collapsed walls, undermining of roadway surfaces, or a variety of other conditions.
- 5.5 **SITE RESTORATION** If grassed areas are disturbed, restoration will be accomplished by filling all holes with clean processed topsoil, (3% – 20% organic) and seeding with City blend, (34% Kentucky Bluegrass, 29.15% Creeping Red Fescue, 29.10% Perennial Rye Grass, .85% Crop, 6.50% Inert, and .4% weed), to match the existing grade. Miss Dig must be notified for identification of any underground utilities prior to curb lawn restoration work.
- 5.6 **EQUIPMENT** Catch basin cleaning shall be completed by use of a combination vehicle with jet router and vacuum. Vehicle shall meet Michigan EGLE and DNR requirements for pumping, hauling, and disposal of waste.
- 5.7 **TRAFFIC CONTROL** All traffic control signs, barricades, flashing lights, traffic personnel, etc., and all else necessary and incidental shall conform to the Manual on Uniform Traffic Control for Streets and Highways as approved and amended. Two-way traffic shall be maintained at all times, unless otherwise approved by the City Project Manager. All costs associated with traffic maintenance and control will be absorbed by pay items listed. Failure to properly manage traffic flow as specified: \$100 per hour.

- 5.8 All work is to be performed at the direction of the City Project Manager.
- 5.9 All work performed by the contractor shall be inspected by the City Project Manager’s designee and the contractor to ensure quality control and that proper methods are being used.
- 5.10 The Contractor shall designate one (1) person to be the main point of contact for all public relations with the general public.
- 5.11 A Contract administrator(s) will be appointed by the City to coordinate the agreement with the contractor. The contract administrator(s) will audit the billing, approve payments, oversee schedules, and be responsible for the execution of the contract.
- 5.12 Any failure to meet specifications noted by the contract administrator(s) must be corrected within twenty-four hours of notice by the City.
- 5.13 The Contractor shall be responsible for any damage incurred to facilities, underground sprinkler systems, trees, shrubs, bushes, and/or any other permanent type fixture resulting from negligent use of the premises/roadways to fulfill contract terms.
- 5.14 The Contractor must issue proper protective gear to employees, (hard hats and vests must be worn in the right-of-way) and ensure all safety guards are in place on equipment. Contractor must adhere to applicable OSHA Standards, and State and Federal regulations.

6. PRICING

Contract prices shall remain firm for the term of this contract and any extensions thereof.

7. QUALIFICATIONS OF BIDDERS

- 7.1 Bids will be considered only from responsible organizations or individuals now or recently engaged in this type of service.
- 7.2 Bidders shall provide a listing of governments and/or utilities it has or had contracts with within the past five years. With each listing, provide a short description of the contracted service.
- 7.3 Bidders shall provide a listing of equipment they intend to use in performing Stormwater Maintenance work.
- 7.4 The City reserves the right to inspect the equipment of all bidders prior to making the award.

8. COMPLAINTS AND NON-PERFORMANCE

Work will be performed within public right-of-way. Public complaints shall be directed to 311.

9. QUESTIONS

Questions relative to the specifications may be addressed to Tom Palumbo, Senior Civil City Engineer, at 269-303-5142 or palumbot@kalamazoo-city.org. Questions relative to the terms and conditions and bidding procedures may be addressed to Craig Hull, Buyer, at 269-337-8444 or hullc@kalamazoo-city.org.

SECTION VI GENERAL CONDITIONS

1. PROJECT MANAGER’S STATUS

The City Engineer (Engineer) or his/her duly authorized representative shall be the City’s Project Manager and shall have the duties and responsibilities as provided in the contract.

The Project Manager shall have the authority to reject any work or materials which do not conform to the contract and to decide questions or interpretations which may arise from the contract documents.

The Contractor shall immediately report to the Project Manager any questionable or obvious error or omission which may be apparent in the contract documents and shall not proceed with work until the Project Manager has resolved the error or omission.

2. PROJECT SCHEDULE AND COORDINATION

- 2.1 The Contractor shall supply the City with an agreeable project schedule before commencing work on this contract. This schedule shall detail beginning and completion dates for each major component of the project.
- 2.2 The Contractor shall coordinate and cooperate with all other contractors who may be working on the site, to allow for the orderly progress of work being done.
- 2.3 The Contractor is required to keep the Project Manager fully informed of any proposed work which will tend to interfere with the existing operations at the site.
- 2.4 The Contractor shall schedule all work to accommodate the City's schedule. In the event the Contractor's schedule falls on weekends, nights or overtime work is required, no additional compensation will be allowed. All work shall be part of this contract without regard to when it is done.
- 2.5 The Contractor shall coordinate with construction projects and contractors adjacent to the location of this project.
- 2.6 The Contractor shall notify, by door hanger/written flier (pre-approved by the Project Manager), affected residents and business of work and areas to be disturbed by the work at least 72 hours in advance. Work shall not commence until the affected residents/business have been notified and given advanced notice. The Contractor shall work to minimize impacts to those affected by the work while still maintaining project schedule and objectives. For impacts to driveways or property access points that affect residents or businesses, resident/business shall be notified 24 hours in advance of the work taking place and coordinated with for parking and property access.

3. PROTECTION OF WORK

The Contractor shall maintain adequate protection of all his/her work from damage and shall protect all public and private abutting property from injury or loss arising in connection with this contract.

4. PROTECTION OF PROPERTY

- 4.1 The Contractor shall confine his/her equipment and operations to those areas of the work site necessary for the completion of the work, or as authorized by the Project Manager. The Contractor shall protect and preserve from damage any facilities, utilities or features including trees, shrubs and turf which are not required to be disturbed by the requirements of the work.
- 4.2 The Contractor shall be responsible to determine the location of and to protect from damage any utilities or other improvements.

5. REMOVAL OF RUBBISH

The Contractor shall daily remove all rubbish and accumulated materials due to his/her work.

6. SITE SECURITY

The Contractor shall be responsible for job site security of all materials and tools provided by him/her and no claim for loss or damage will be considered by the City.

7. SITE ACCESS

The City will provide fair and reasonable access to the job site within the working schedules of both parties.

8. MATERIALS INSPECTION AND RESPONSIBILITY

- 8.1 The Project Manager shall have the right to inspect any materials to be used in carrying out the terms of the contract.
- 8.2 The City does not assume any responsibility for the contracted quality and standard of all materials, equipment, components or completed work furnished under this contract.
- 8.3 Any materials, equipment, components or completed work which does not comply with contract specifications, MDOT, or state codes may be rejected by the City, and shall be replaced by the Contractor at no cost to the City.
- 8.4 Any materials, equipment or components rejected shall be removed within a reasonable period of time from the premises of the City at the entire expense of the Contractor after written notice has been mailed by the City to the Contractor that such materials, equipment or components have been rejected.

9. GUARANTEE

The Contractor shall guarantee all of his/her work for a period of one (1) year following the date of final acceptance of the completed work and shall repair, replace or make good any materials or work which fail to function or perform or be found defective, without cost to the city.

10. SAFETY

The Contractor shall comply with all applicable OSHA and MIOSHA regulations.

11. SPECIFICATIONS FOR PROJECT WORK

The items of work in this contract shall conform to the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, MDOT Supplemental Specifications, and/or the City of Kalamazoo Standard Specifications unless superseded by a Special Provision contained in this document.

12. QUANTITIES

The quantities shown on the Bid and Award pages are approximate only and may be subject to increase or decrease. No guarantee of maximum or minimum is given.

13. PRICE

The unit price, including its pro rata share of overhead, multiplied by the quantity shown shall represent the total bid and shall be held firm for the life of this contract. Any bid not conforming to this requirement may be rejected as non-responsive. Special attention of all bidders is called to this provision since if conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities, nor extra compensation allowed; provided the net monetary value of all such additive and subtractive changes in quantities of such items of work, i.e., difference in cost, shall not increase or decrease the original contract price by more than twenty five (25) percent. Some items of work might be increased beyond the 25% limitations as spelled out previously, upon mutual agreement.

14. BASIS FOR PAYMENT

Payment shall be based on the bid unit price for each work item and the approved completed quantity for that work item. Due to potential differences in conditions between the plans and the field, final as built quantities may be different than contained in the bid document. The City does not guarantee quantities and will pay only for "as built" quantities approved by the Project Manager or his representative. Quantities in excess of those approved shall be at the Contractor's own expense, the City will not be responsible for excess quantities not approved. Should an item of work have to be redone, such as replacing new walk because the Contractor failed to adequately protect the wet concrete from rain or pedestrian or vehicular damage, such work shall be replaced at the Contractor's expense. Should changes in design result in the Project Manager directing the removal and reinstallation of already completed work prior to final completion and acceptance of the project, such removal and installation shall be paid for based on as-bid unit prices and the quantities removed and installed.

15. PAY ESTIMATES

The Contractor shall be responsible for the generation of invoices for payment. Payment will be generated by the City based upon an approved invoice. Frequency of payment shall be monthly unless agreed to otherwise by the Project Manager, with the invoiced period ending on the last day of the month. However, if a different frequency is approved by the Project Manager, it shall not exceed bi-weekly invoicing.

16. PAYMENT TO CONTRACTOR

The Project Manager will be responsible for approving all measured quantities of work. Once measured quantities are approved, the Contractor shall submit a pay invoice to the City of Kalamazoo Attn: Accounts Payable at 241 West South Street, Kalamazoo MI, 49007 or apinvoice@kalamazoocity.org. The contractor is required to meet with the Project Manager to verify final completed quantities within 60 days of project completion. In the event of a disagreement the Project Manager's measured quantities shall be considered final.

17. INSPECTION OF WORK

The City may maintain inspectors on the job who shall, at all times, have access to work.

18. INSPECTION OF SITE

Each bidder shall visit the site of the proposed work and fully acquaint himself/herself with the existing conditions relating to labor, and shall fully inform himself/herself as to the facilities involved and the difficulties and restrictions attending the performance of this contract. The bidder shall thoroughly examine and become familiar with the drawings, specifications, and all other bid/contract documents. The Contractor, by the execution of this contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument, or to visit the site and acquaint himself/herself with the conditions there existing. No allowance shall be made subsequently in this connection on behalf of the Contractor for any negligence of his/her part. For inspection call the Public Services Department, Engineering Division.

19. SUPERVISION

The Contractor shall employ an experienced superintendent or foreperson on the job at all times.

20. TARDINESS

Project delays resulting from tardiness on the part of the Contractor will be reviewed by the City in the event of any request for contract extension by the Contractor.

21. ADDITIONS

Any modification to the contract shall be subject to prior approval by the Purchasing Agent. City Commission approval may also be required.

Prices for additional work required are not requested in the itemized listing contained herein for the base project. Should additional work be authorized, compensation shall be made on the basis of price or prices to be mutually agreed upon. Such additional work shall not begin until a Change Order has been approved.

22. INSPECTION AND TESTING

The Contractor shall give the Project Manager timely notice of readiness of the work for all required inspections, tests or approvals, and shall cooperate with inspections and testing personnel to facilitate required inspections or tests.

SECTION VII TERMS AND CONDITIONS

1. AWARD OF CONTRACT

- A. This contract will be awarded to that responsible bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. The City reserves the right to accept or reject any or all bids and waive informalities and minor irregularities in bids received. Other factors include, as an example but not limited to, delivery time, conformance to specifications, incidental costs such as demurrage and deposits, etc.

Notification of award will be in writing by the Purchasing Agent. Upon notification, the Contractor shall submit to the Purchasing Division all required insurance certificates (if required) and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by the City, the Purchasing Agent will forward to the Contractor a written **NOTICE TO PROCEED**. Work shall **NOT** be started until such **NOTICE TO PROCEED** is received by the Contractor.

- B. Unilateral changes in bid prices by the bidder shall not be allowed. However, the City, at its sole option, reserves the right to negotiate with bidders in the event of, but not limited to:
- 1) No bids received;
 - 2) A single bid being received; or
 - 3) Prices quoted or bid are over budget and/or unreasonable.

2. COMPLETE CONTRACT

This bid document together with its addenda, amendments, attachments and modifications, when executed, becomes the complete contract between the parties hereto, and no verbal or oral promises or representations made in conjunction with the negotiation of this contract shall be binding on either party.

3. SUBCONTRACTORS - NON ASSIGNMENT

Bidders shall state in writing any and all sub-contractors to be associated with this bid, including the type of work to be performed. The Contractor shall cooperate with the City of Kalamazoo in meeting its commitments and goals with regard to maximum utilization of minority and women-owned business enterprises.

The Contractor hereby agrees and understands that the contract resulting from this solicitation shall not be transferred, assigned or sublet without prior written consent of the City of Kalamazoo.

4. TAXES

The City of Kalamazoo is exempt from all federal excise tax and state sales and use taxes.

5. INVOICING

All original invoice(s) will be sent to the Financial Services Division, 241 W. South Street, Kalamazoo, MI 49007 or via email at apinvoice@kalamazoo.org. The Finance Division processes payments after receipt of an original invoice from the Contractor and approval by the department. The City of Kalamazoo's policy is to pay invoice(s) within 30 days from the receipt of the original invoice, if the services or supplies are satisfactory and the proper paperwork and procedures have been followed. **In order to guarantee payment to the vendor on a timely basis, the vendor needs to receive a purchase order number before supplying the City of Kalamazoo with goods or services.** All original, and copies of original invoice(s), will clearly state which purchase order they are being billed against.

The City of Kalamazoo is a government municipality and therefore is tax exempt from all sales tax.

The vendor is responsible for supplying the Finance Division with a copy of their W9 if they are providing a service to the City of Kalamazoo.

6. PAYMENTS

Unless otherwise specified by the City in this contract, the Contractor will be paid in not more than thirty (30) days after receipt of a properly executed invoice, the sum stipulated herein for supplies delivered and accepted, or service rendered and accepted. Payments are processed by the Management Services Financial Services Division after receipt of an original invoice from the Contractor and approval by the department.

7. CHANGES AND/OR CONTRACT MODIFICATIONS

The City reserves the right to increase or decrease quantities, service or requirements, or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Contractor and the City.

Changes of any nature after contract award which reflect an increase or decrease in requirements or costs shall not be permitted without prior approval by the Purchasing Agent. City Commission approval may also be required.

ANY CHANGES PERFORMED IN ADVANCE OF PURCHASING AGENT APPROVAL MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.

8. LAWS, ORDINANCES AND REGULATIONS

The Contractor shall keep himself/herself fully informed of all local, state and federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work and the equipment used. Contractor and/or employees shall, at all times, serve and comply with such laws, ordinances and regulations.

Any permits, licenses, certificates or fees required for the performance of the work shall be obtained and paid for by the Contractor.

This contract shall be governed by the laws of the State of Michigan.

9. RIGHT TO AUDIT

The City or its designee shall be entitled to audit all of the Contractor's records, and shall be allowed to interview any of the Contractor's employees, throughout the term of this contract and for a period of three years after final payment or longer if required by law to the extent necessary to adequately permit evaluation and verification of:

- A. Contractor compliance with contract requirements,
- B. Compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of his payees.

10. HOLD HARMLESS

If the negligent acts or omissions of the Contractor/Vendor or its employees, agents or officers, cause injury to person or property, the Contractor/Vendor shall indemnify and save harmless the City of Kalamazoo, its agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising therefrom.

11. DEFAULT

The City may at any time, by written notice to the Contractor, terminate this contract and the Contractor's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- A. Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.
- B. Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.
- C. The unauthorized substitution of articles for those bid and specified.
- D. Failure to make progress if such failure endangers performance of the contract in accordance with its terms.

DEFAULT (cont.)

- E. Failure to perform in compliance with any provision of the contract.
- F. **Standard of Performance** - Contractor guarantees the performance of the commodities, goods or services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if this specification calls for higher standards, then such higher standards shall be provided.

Upon notice by the City of Contractor's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, Contractor shall immediately remedy said defective performance in a manner acceptable to the City. Should Contractor fail to immediately correct said defective performance, said failure shall be considered a breach of this contract and grounds for termination of the same by the City.

In the event of any breach of this contract by Contractor, Contractor shall pay any cost to the City caused by said breach including but not limited to the replacement cost of such goods or services with another Contractor.

The City reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

In the event the Contractor is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, the City may bar the Contractor from being awarded any future City contracts.

- G. All remedies available to the City herein are cumulative and the election of one remedy by the City shall not be a waiver of any other remedy available to the City either listed in this contract or available by operation of law.

12. TERMINATION OF CONTRACT

The City may, at any time and without cause, suspend the work of this contract for a period of not more than ninety days after providing notice in writing to the Contractor. The Contractor shall be allowed an adjustment in the contract price or an extension of the contract times, or both, directly attributable to the suspension if Contractor makes an approved claim.

The City may, without prejudice to any other right or remedy of the City, and with or without cause, terminate the contract by giving seven days written notice to the Contractor. In such case the Contractor shall be paid, without duplication, for the following items:

- A. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;

TERMINATION OF CONTRACT (cont.)

- B. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses;
- C. All documented claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and
- D. Reasonable expenses directly attributable to termination.

The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

13. INDEPENDENT CONTRACTOR

At all times, the Contractor, any of his/her employees, or his/her sub-contractors and their subsequent employees shall be considered independent contractors and not as City employees. The Contractor shall exercise all supervisory control and general control over all workers' duties, payment of wages to Contractor's employees and the right to hire, fire and discipline their employees and workers. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security or other purposes, nor shall the Contractor or his/her employees be entitled to sick leave, pension benefit, vacation, medical benefits, life insurance or workers' unemployment compensation or the like.

14. MEETINGS

The Contractor and/or Project Supervisor shall be available to meet with the Department Head or Project Manager at a mutually agreeable time to discuss problems, issues or concerns relative to the contract. Either party may call a meeting at any time. When such a request for a meeting is made, the meeting date shall, in no case exceed five (5) working days after the request; and, if in the sole opinion of the Department Head, the severity of the circumstance warrants, no more than one (1) working day.

15. INSPECTION OF WORK SITE

Before submitting bids or quotes for work, the Contractor shall be responsible for examining the work site and satisfying himself/herself as to the existing conditions under which he/she will be obligated to operate, or that in any way affects the work under this contract. No allowance shall be made subsequently, in behalf of the Contractor, for any negligence on his/her part.

16. CONTRACT PERIOD, EXTENSIONS, CANCELLATION

- A. The contract shall be in effect for the term stated in the specifications.
- B. The City may opt to extend this contract upon mutual agreement of both parties. The number of extensions shall be limited to that stated in the specifications.
- C. The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.
- D. All contracts, extensions and cost increases are subject to availability of funds and the approval of the City Commission (if required).
- E. The City reserves the right to cancel the contract due to non-appropriation of funds by the City with thirty (30) days written notice.
- F. Either party may terminate the contract (or any extension thereof) without cause at the end of any twelve (12) month term by giving written notice of such intent at least 60 days prior to the end of said twelve (12) month term.
- G. All notices are in effect commencing with the date of mailing. Written notices may be delivered in person or sent by First Class mail; faxed or emailed to the last known address.
- H. If cancellation is for default of contract due to non-performance, the contract may be canceled at any time (see Item 11, DEFAULT)

**APPENDIX A
NON-DISCRIMINATION CLAUSE FOR ALL CITY OF
KALAMAZOO CONTRACTS**

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larson Civil Rights Act, Act. No. 453, Public Act of 1976 as amended; the Michigan Handicappers Civil Rights Act, Act No. 220, Public Act of 1976 as amended, City Ordinance 1856 and all other applicable Federal and State laws. The Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity that is unrelated to the individual's ability to perform the duties of the particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability family status, sexual orientation or gender identity that is unrelated to the individual's ability to perform the duties of the particular job or position.
3. If requested by the City, the Contractor shall furnish information regarding practices, policies and programs and employment statistics for the Contractor and subcontractors. The Contractor and subcontractors shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.
4. Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement as provided in the Elliott-Larsen Civil Rights Act and City Ordinance 1856.
5. The Contractor will include or incorporate by reference the provisions of the foregoing paragraphs 1 through 4 in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission* and will provide in every subcontract or purchase order that said provision will be binding upon each subcontractor or seller.
6. The Contractor will not preclude a person with a criminal conviction from being considered for employment unless otherwise precluded by federal or state law. (for contracts over \$25,000)

The Elliott-Larson Civil Rights Act, Sec. 202 of Act. No. 453 of 1976 reads in part as follows:

Sec. 202. (1) An employer shall not:

- (a) Fail or refuse to hire, or recruit, or discharge or otherwise discriminate against an individual with respect to employment, compensation, or a term condition or privilege of employment because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (b) Limit, segregate or classify an employee or applicant for employment in a way which deprives or tends to deprive the employee or applicant of an employment opportunity or otherwise adversely affects the status of an employee or applicant because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (c) Segregate, classify or otherwise discriminate against a person on the basis of sex with respect to a term, condition or privilege of employment, including a benefit plan or system.

* Except for contracts entered into with parties employing less than three employees.
1-2010

**APPENDIX B
CATCH BASIN CLEANING LOCATIONS**



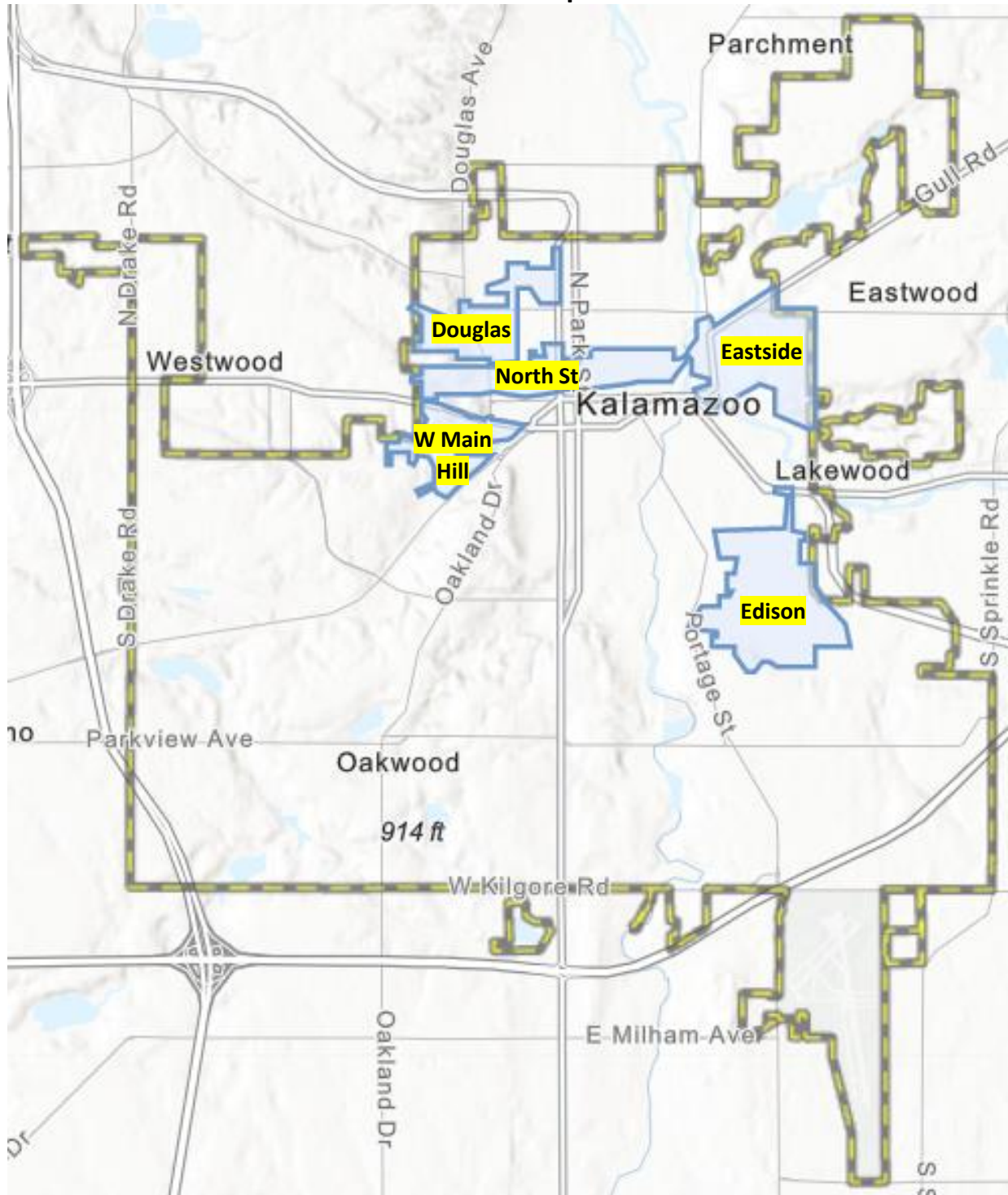
**THE CITY OF KALAMAZOO
DEPARTMENT OF PUBLIC SERVICES
ENGINEERING DIVISION**

Maps of
CATCH BASIN CLEANING LOCATIONS

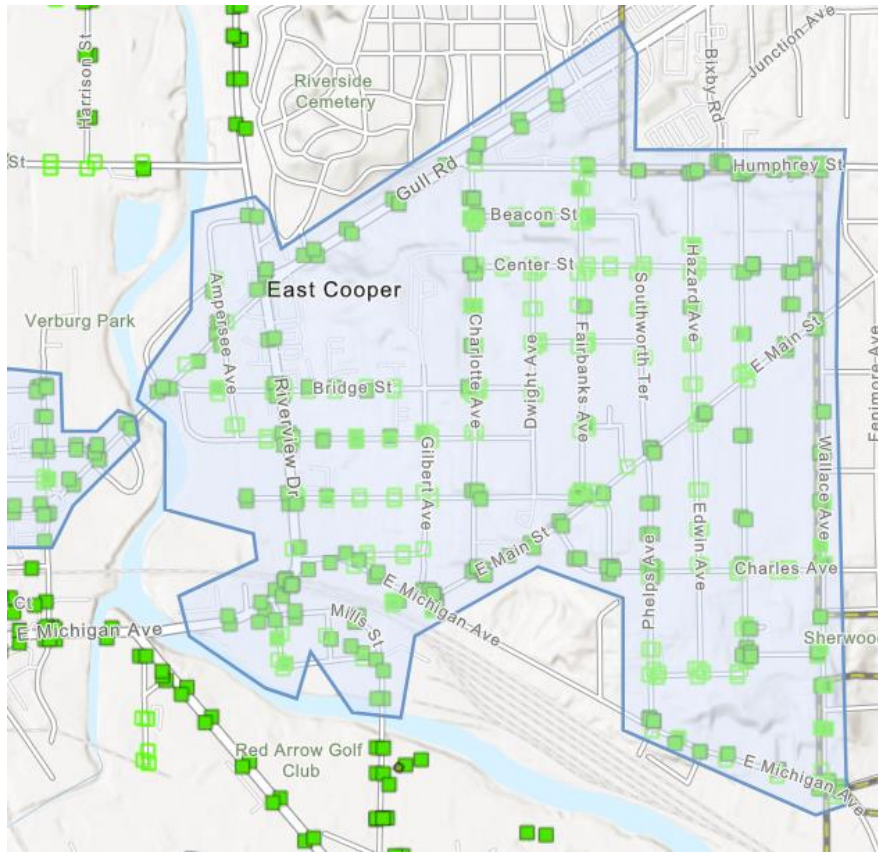
2023 Catch Basin Cleaning Program

Bid Reference #: 91381-001.0

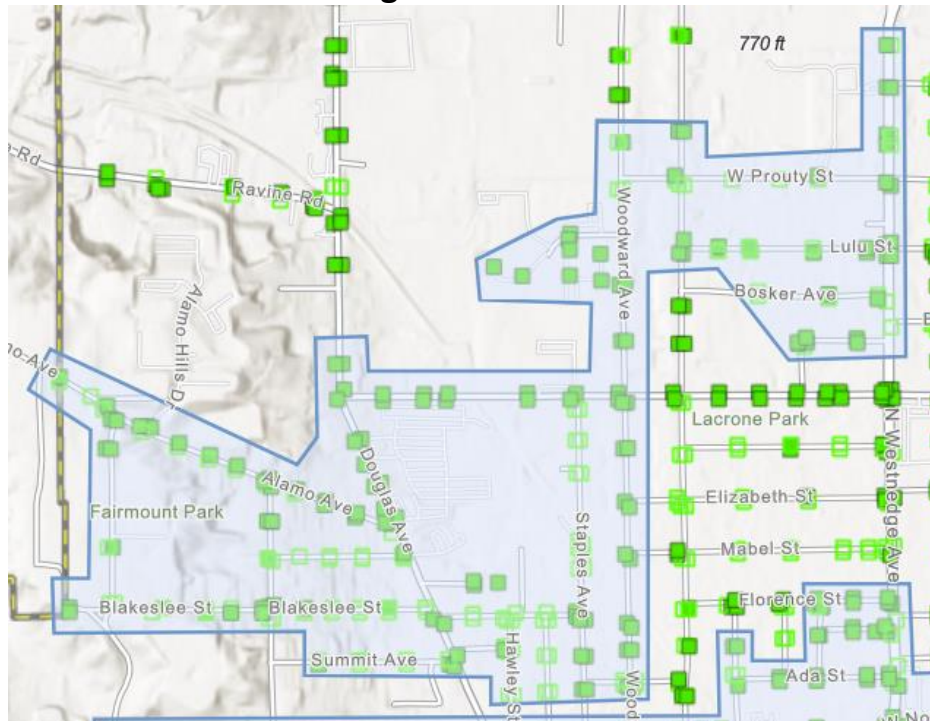
Overall Map:



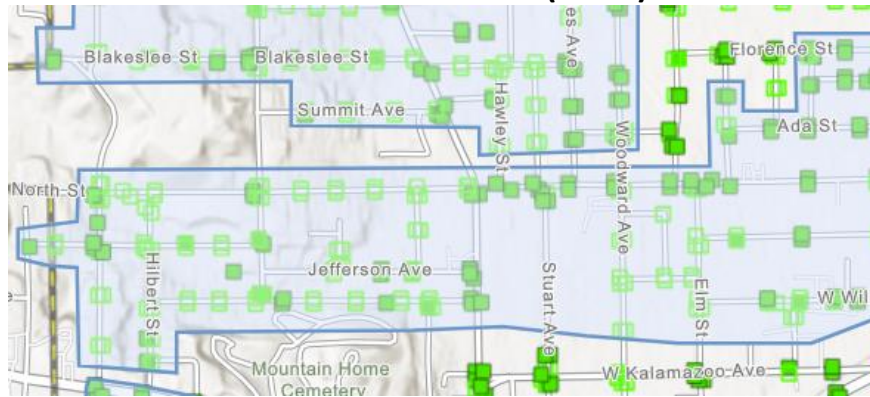
Eastside Catchments:



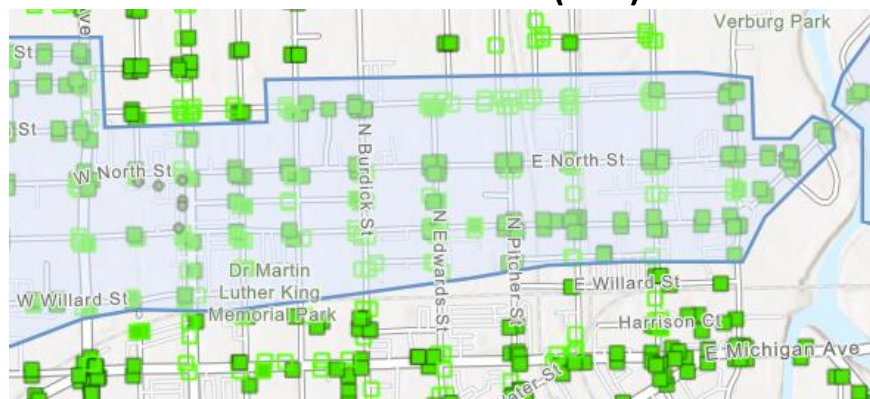
Douglas Catchment:



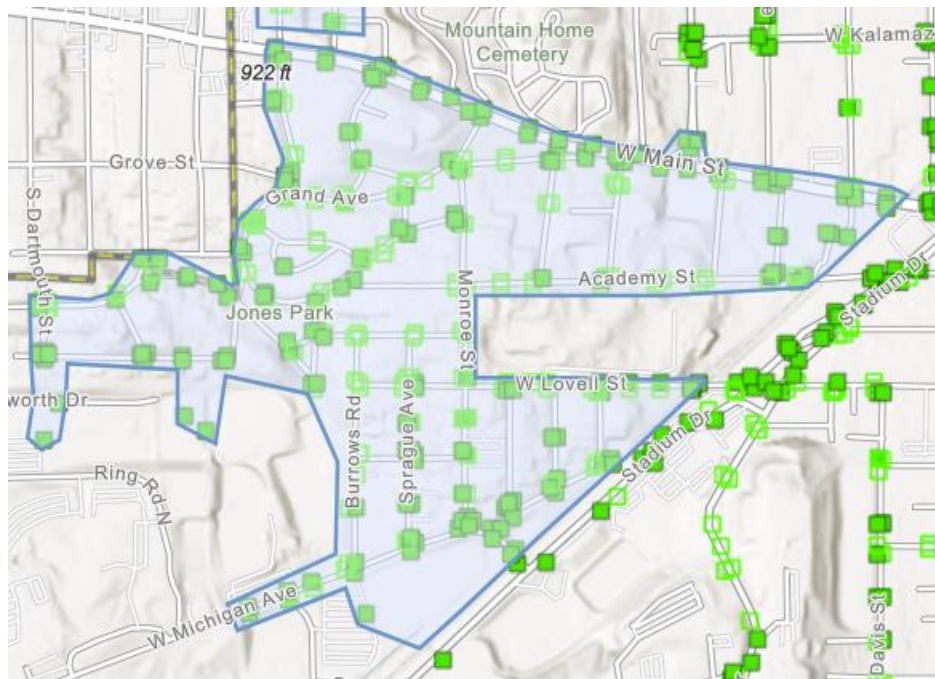
North St Catchment (West):



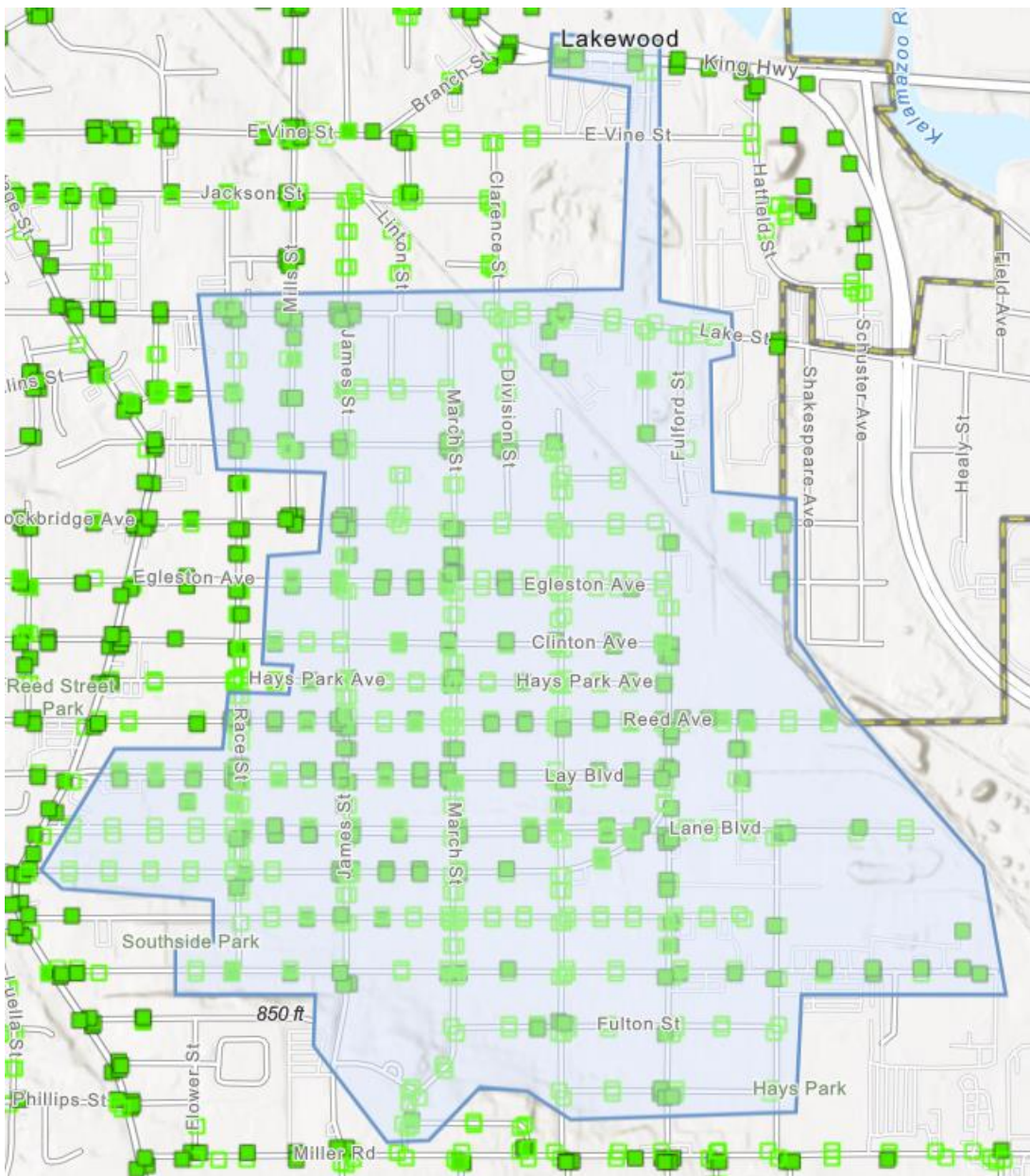
North St Catchment (East):



West Main Hill Catchments:



Edison Catchment:



Number of catch basins in need of sump cleaning, per section:

Eastside Catchments	80
Douglas Catchment	79
North St Catchment	92
W Main Hill Catchments	78
Edison Catchment	81

TOTAL	410
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**APPENDIX C
RECORD OF INFORMATION EXAMPLE**



**THE CITY OF KALAMAZOO
DEPARTMENT OF PUBLIC SERVICES
ENGINEERING DIVISION**

***RECORD OF INFORMATION
EXAMPLE***

2023 Catch Basin Cleaning Program

Bid Reference #: 91381-001.0

Appendix C: Record of Information Example

Structure Location	Date/Time Cleaned	Cleaned By:	Sump ROF (1-5)	Structural ROF (1-5)	Notes
<i>123 Main St, N side</i>	<i>6/5, 8:20 am</i>	<i>ABC</i>	<i>4</i>	<i>2</i>	<i>large debris cleared</i>

Sump ROF Rating:

- 0 - Structure does not have sump
- 1 - Clean

Structural ROF Rating:

- 0 - Could not be determined
- 1 - New condition

Appendix C: Record of Information Example

2 - 25% full

2 - Good

3 - 50% full

3 - Fair

4 - 75% full

4 - Poor, failure imminent

5 - 100+% full

5 - Failed, needs immediate repair

**APPENDIX D
TRAFFIC CONTROL STANDARD PLANS**










**THE CITY OF KALAMAZOO
DEPARTMENT OF PUBLIC SERVICES
ENGINEERING DIVISION**

***STANDARD PLANS & DETAILS
MICHIGAN DEPT OF TRANSPORTATION
MICH. MANUAL OF UNIFORM TRAF. DEVICES***

2023 Catch Basin Cleaning Program

Bid Reference #: 91381-001.0

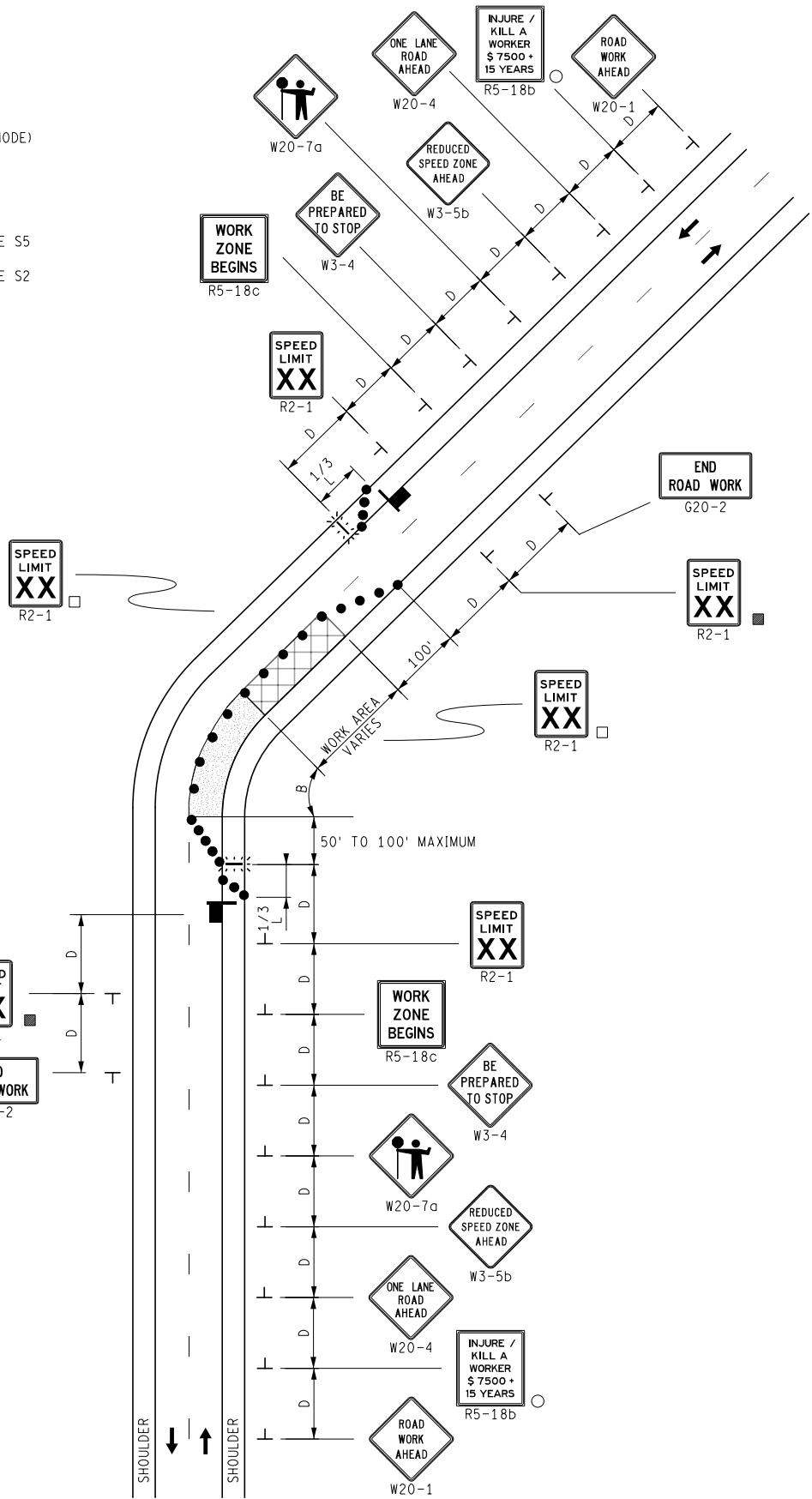
KEY

-  TRAFFIC REGULATOR
-  CHANNELIZING DEVICES
-  LIGHTED ARROW PANEL (CAUTION MODE)
-  TRAFFIC FLOW
-  REFLECTS EXISTING SPEED LIMIT
-  PLACE SIGN AS INDICATED IN NOTE S5
-  PLACE SIGN AS INDICATED IN NOTE S2

STANDARD NOTES

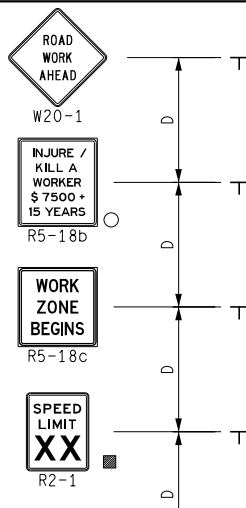
(SEE GEN-NOTES)

GENERAL: G1, G2, G3, G4
 SIGNING: S1, S2, S3, S4, S5
 TRAF REG: TR1, TR2
 DEVICES: TCD1, TCD2, TCD6



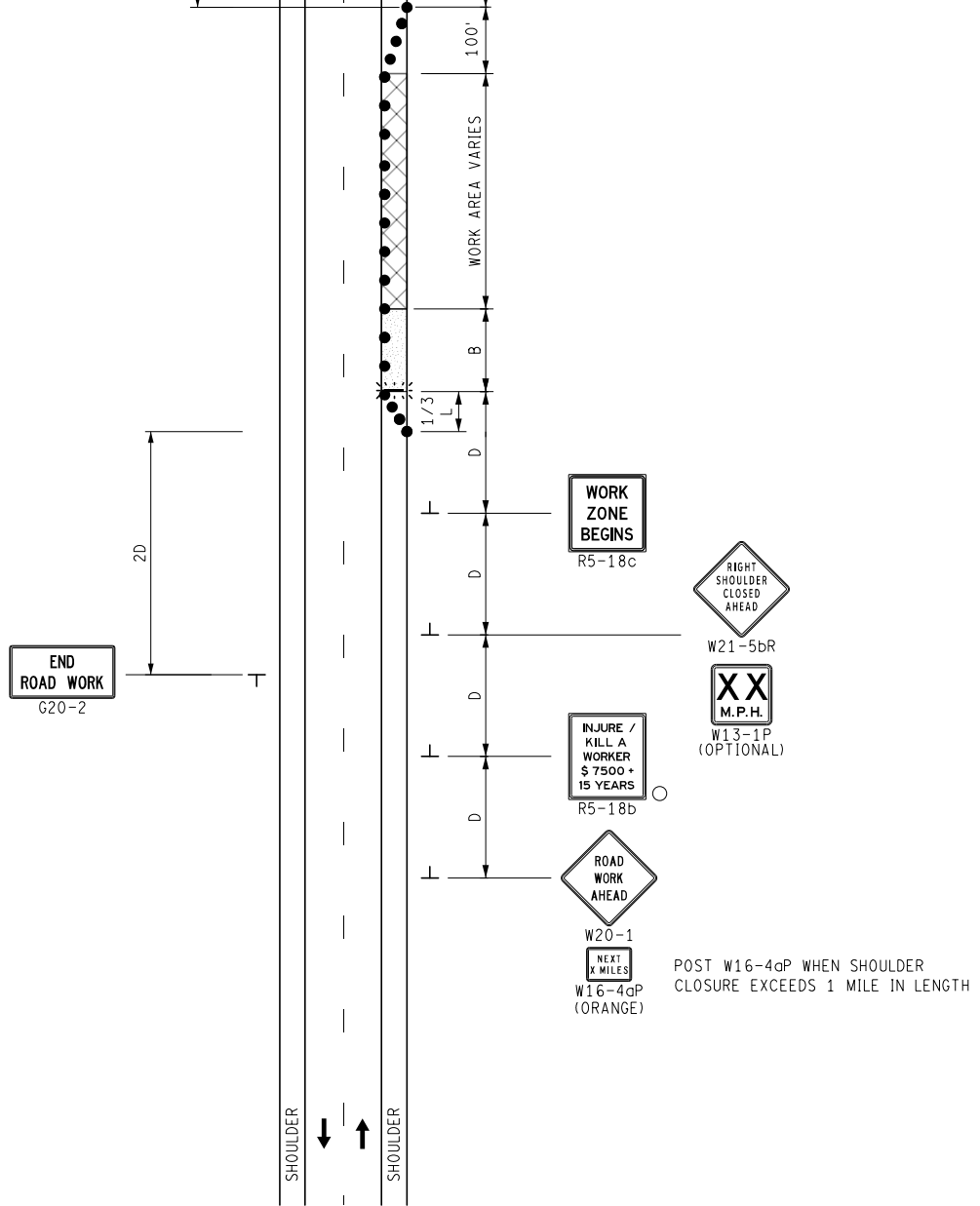
	NOT TO SCALE	MAINTAINING TRAFFIC TYPICAL	LANE CLOSURE UTILIZING TRAFFIC REGULATORS ON A 2-LANE UNDIVIDED ROADWAY	DATE: MAY 2021
		NO: 110-TR-NFW-2L		SHEET: 1 OF 1

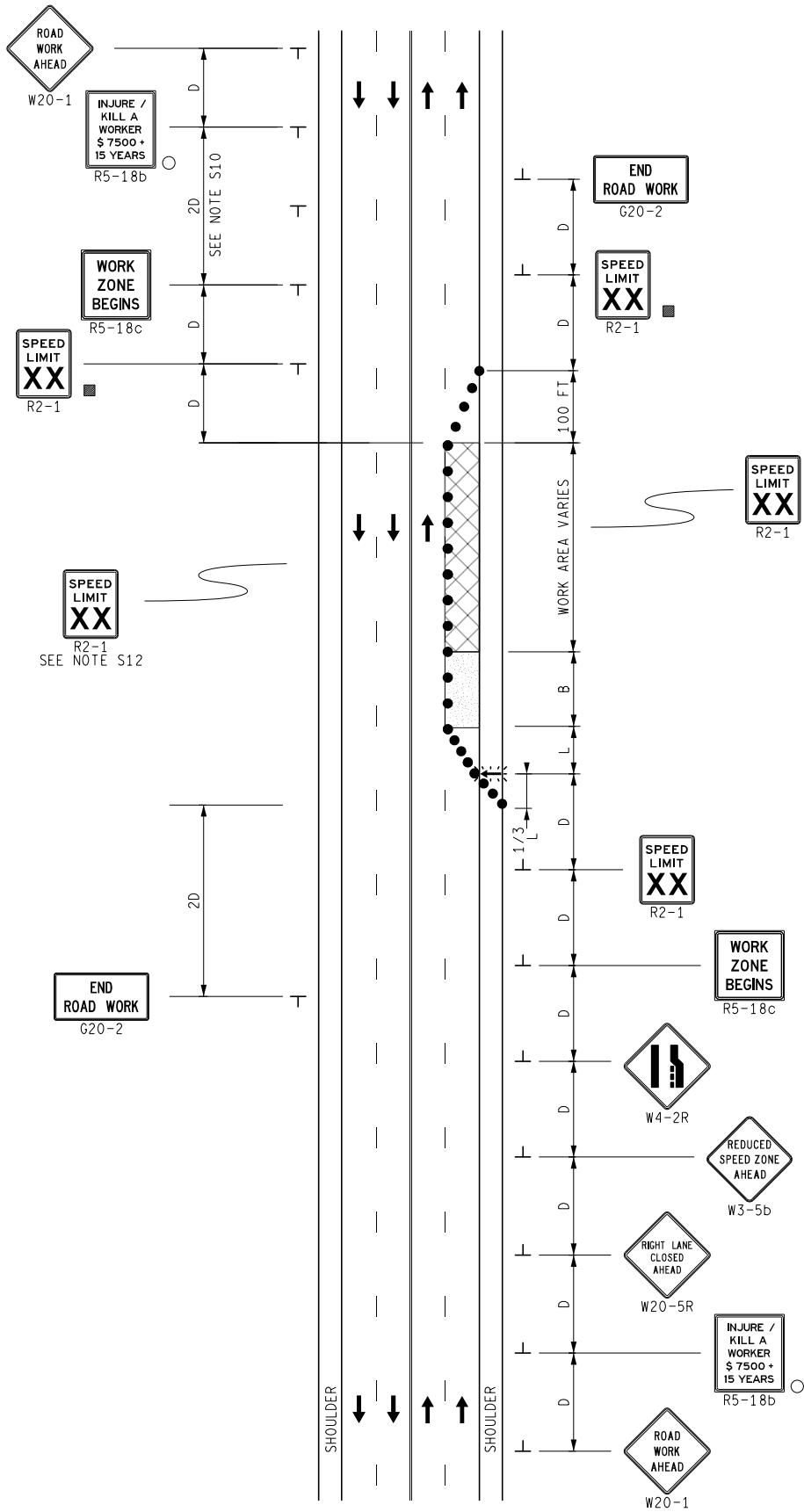
FILE: 110-TR-NFW-2L.dgn



- KEY**
- CHANNELIZING DEVICES
 - ⚡ LIGHTED ARROW PANEL (CAUTION MODE)
 - ← TRAFFIC FLOW
 - REFLECTS EXISTING SPEED LIMIT
 - PLACE SIGN AS INDICATED IN NOTE S2

STANDARD NOTES
 (SEE 102-GEN-NOTES)
 GENERAL: G1, G2, G3, G4
 SIGNING: S1, S2, S3, S5
 DEVICES: TCD1, TCD2, TCD6, TCD7





KEY

- CHANNELIZING DEVICES
- ⋈ LIGHTED ARROW PANEL
- ← TRAFFIC FLOW
- REFLECTS EXISTING SPEED LIMIT
- PLACE SIGN AS INDICATED IN NOTE S5
- PLACE SIGN AS INDICATED IN NOTE S2

STANDARD NOTES

(SEE 102-GEN-NOTES)

GENERAL: G1, G2, G3, G4
 SIGNING: S1, S2, S3, S5, S10, S12
 DEVICES: TCD1, TCD2, TCD6

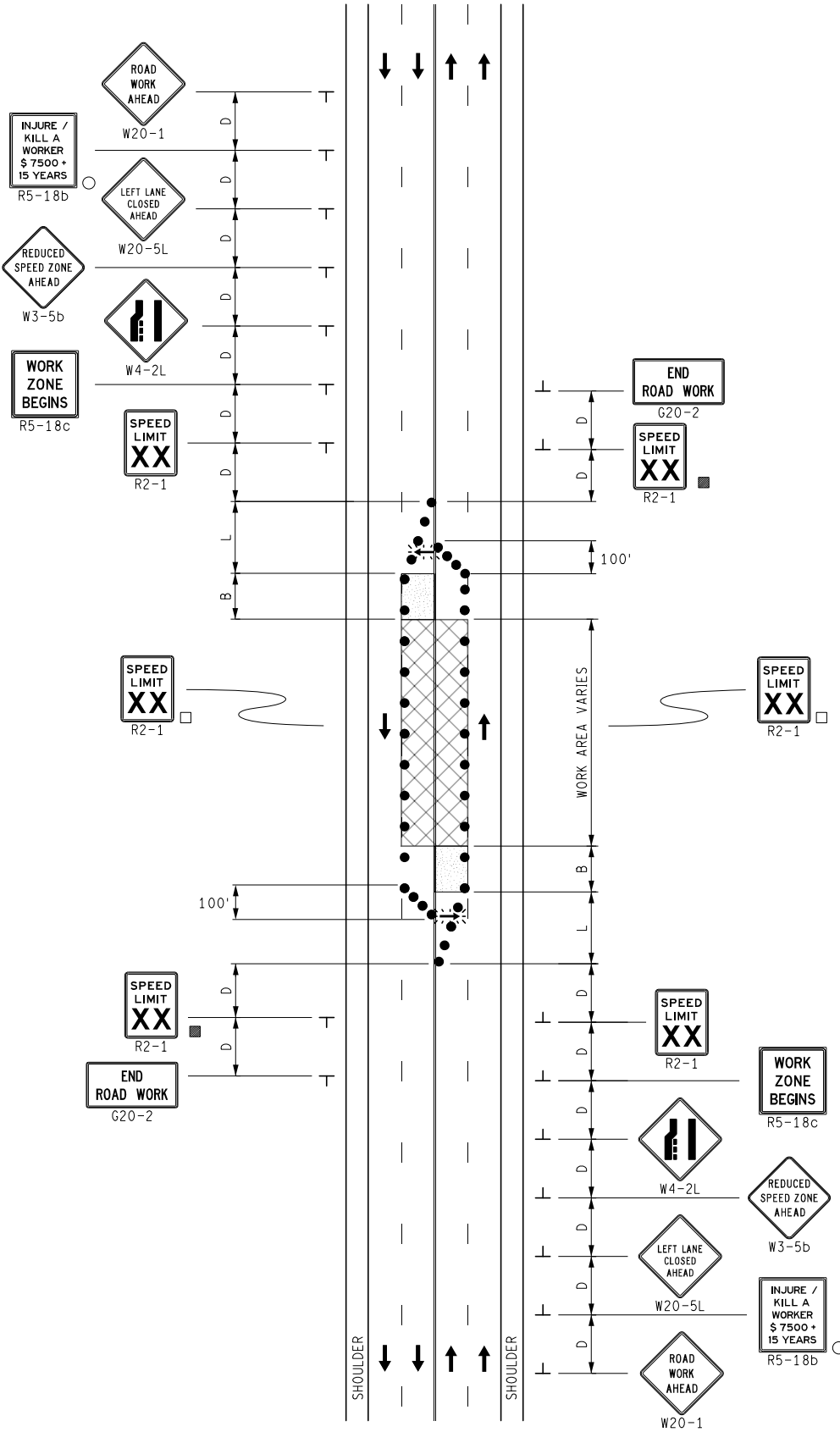
KEY

- CHANNELIZING DEVICES
- ⚡ LIGHTED ARROW PANEL
- ← TRAFFIC FLOW
- REFLECTS EXISTING SPEED LIMIT
- PLACE SIGN AS INDICATED IN NOTE S5
- PLACE SIGN AS INDICATED IN NOTE S2

STANDARD NOTES

(SEE 102-GEN-NOTES)

GENERAL: G1, G2, G3, G4
 SIGNING: S1, S2, S3, S5
 DEVICES: TCD1, TCD2, TCD6

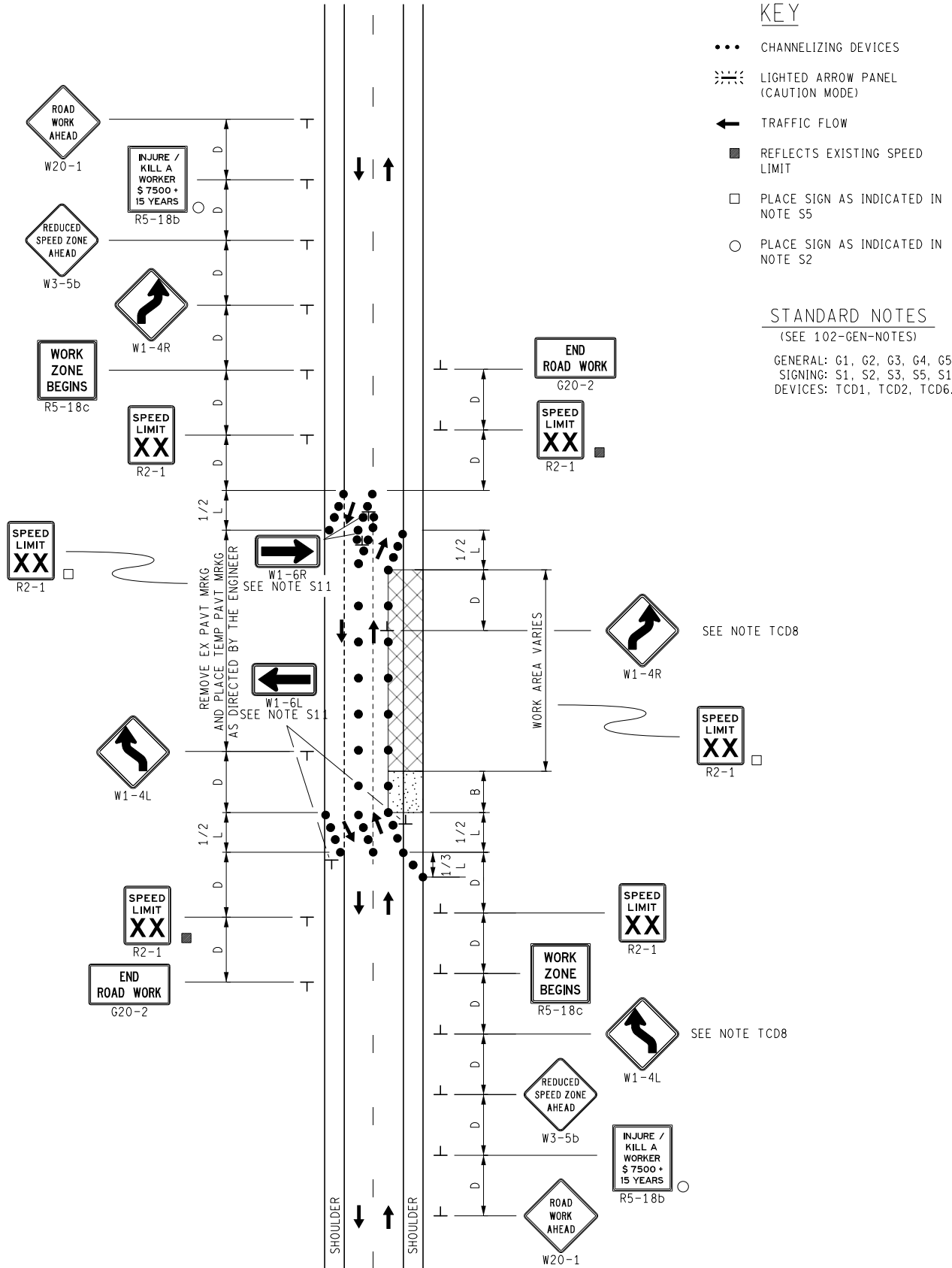


KEY

- CHANNELIZING DEVICES
- ⚡ LIGHTED ARROW PANEL (CAUTION MODE)
- ← TRAFFIC FLOW
- REFLECTS EXISTING SPEED LIMIT
- PLACE SIGN AS INDICATED IN NOTE S5
- PLACE SIGN AS INDICATED IN NOTE S2

STANDARD NOTES

(SEE 102-GEN-NOTES)
 GENERAL: G1, G2, G3, G4, G5
 SIGNING: S1, S2, S3, S5, S11
 DEVICES: TCD1, TCD2, TCD6, TCD8



NOT TO SCALE

MAINTAINING TRAFFIC TYPICAL

NO:
127-NFW-SHIFT-OLC

**SHIFT WITH BOTH BOUNDS
 SHIFTED ON A 2-LANE UNDIVIDED ROADWAY**

DATE:
 JUNE 2021
 SHEET:

KEY

- CHANNELIZING DEVICES
- ⚡ LIGHTED ARROW PANEL (CAUTION MODE)
- ← TRAFFIC FLOW
- REFLECTS EXISTING SPEED LIMIT
- PLACE SIGN AS INDICATED IN NOTE S2

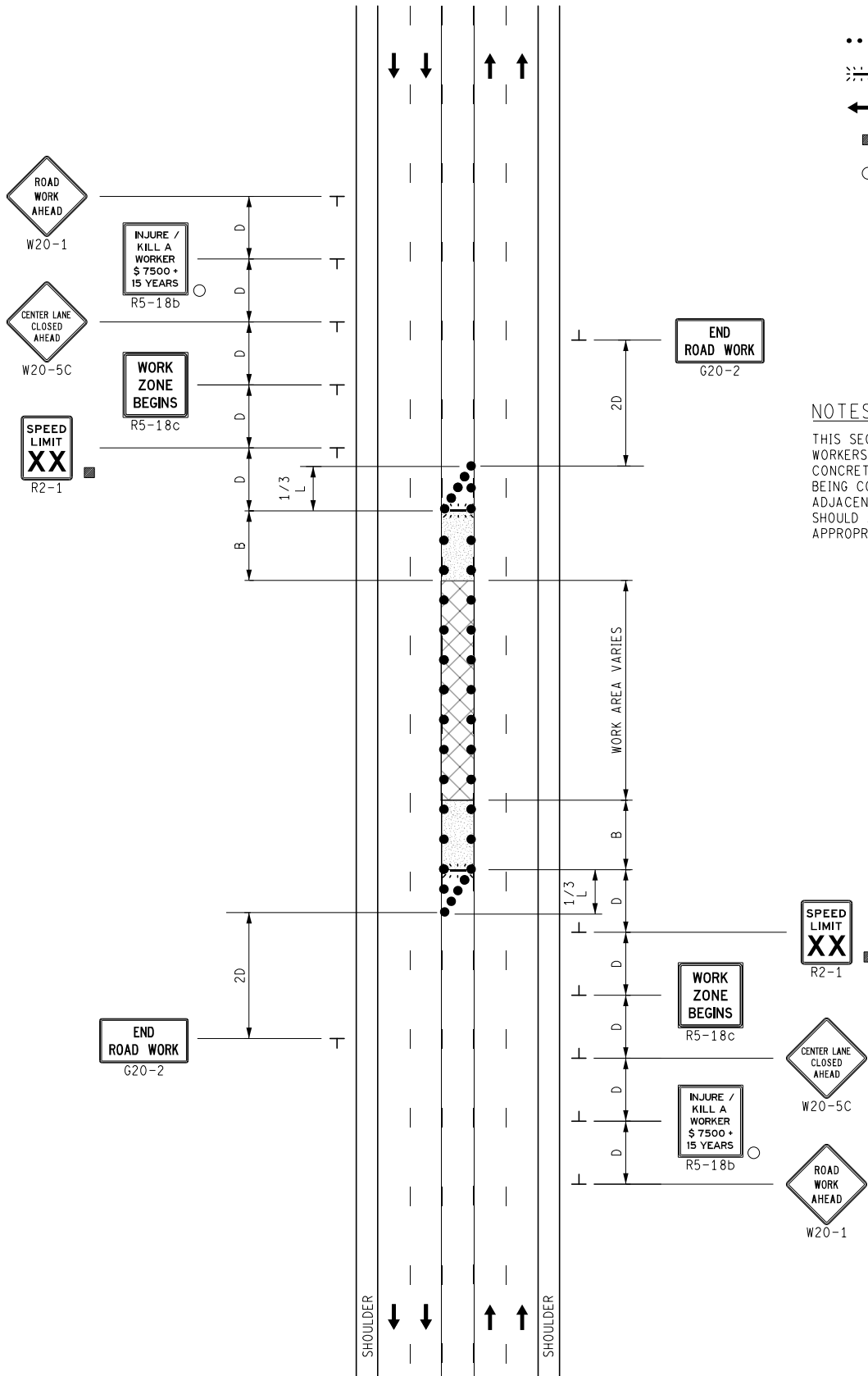
STANDARD NOTES

(SEE 102-GEN-NOTES)

GENERAL: G1, G2, G3, G4
 SIGNING: S1, S2, S3, S5
 DEVICES: TCD1, TCD2, TCD6

NOTES

THIS SEQUENCE SHOULD ONLY BE USED WHEN WORKERS ARE NOT PRESENT, E.G., FOR CURING CONCRETE OVERNIGHT, ETC. WHEN WORK IS BEING CONDUCTED IN THE CENTER LANE, AN ADJACENT LANE (IN ONE OR BOTH DIRECTIONS) SHOULD ALSO BE CLOSED UTILIZING THE APPROPRIATE TYPICAL SIGNING SEQUENCE

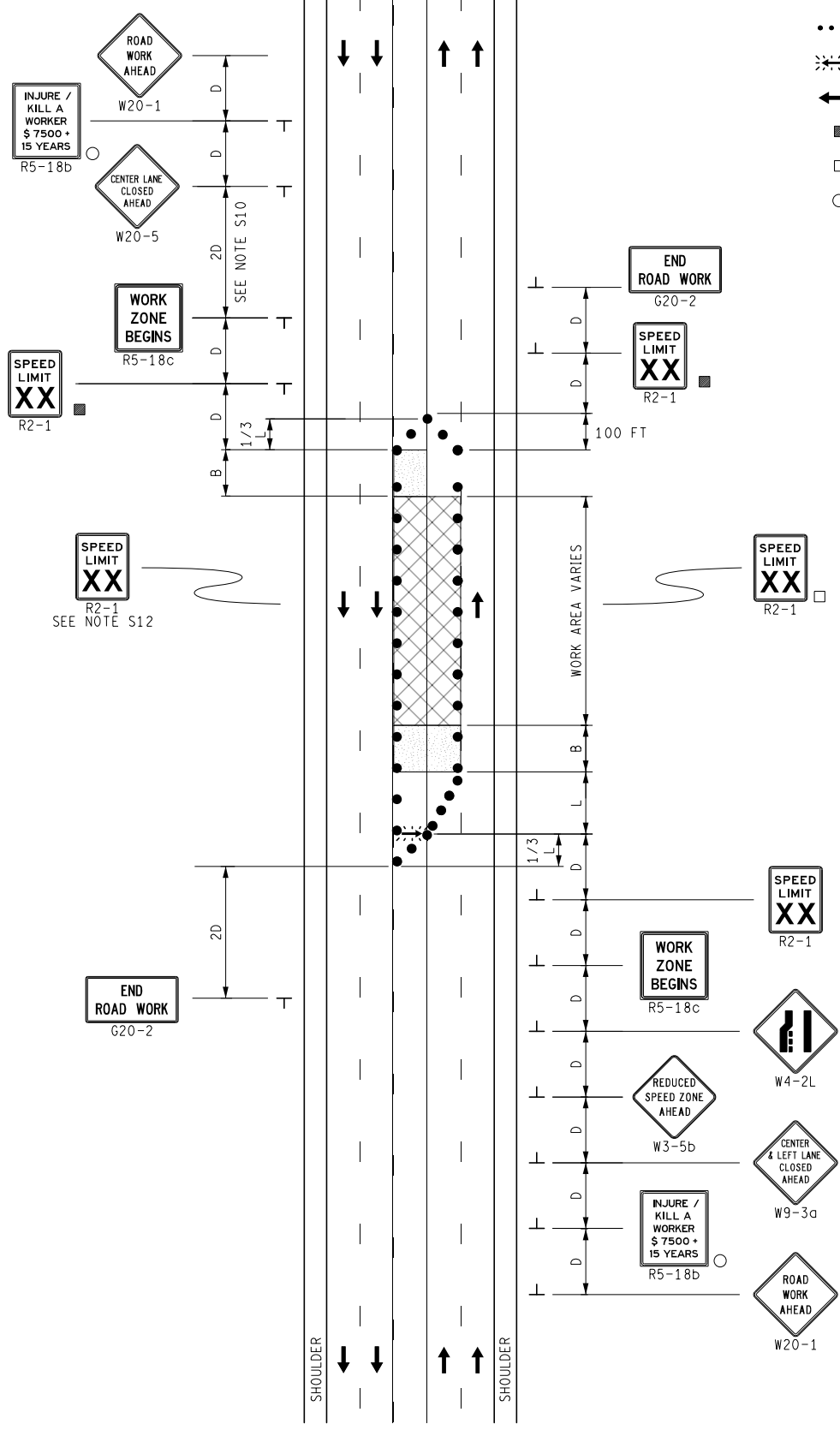


KEY

- CHANNELIZING DEVICES
- ⚡ LIGHTED ARROW PANEL
- ← TRAFFIC FLOW
- REFLECTS EXISTING SPEED LIMIT
- PLACE SIGN AS INDICATED IN NOTE S5
- PLACE SIGN AS INDICATED IN NOTE S2

STANDARD NOTES

(SEE 102-GEN-NOTES)
 GENERAL: G1, G2, G3, G4
 SIGNING: S1, S2, S3, S5, S10, S12
 DEVICES: TCD1, TCD2, TCD6



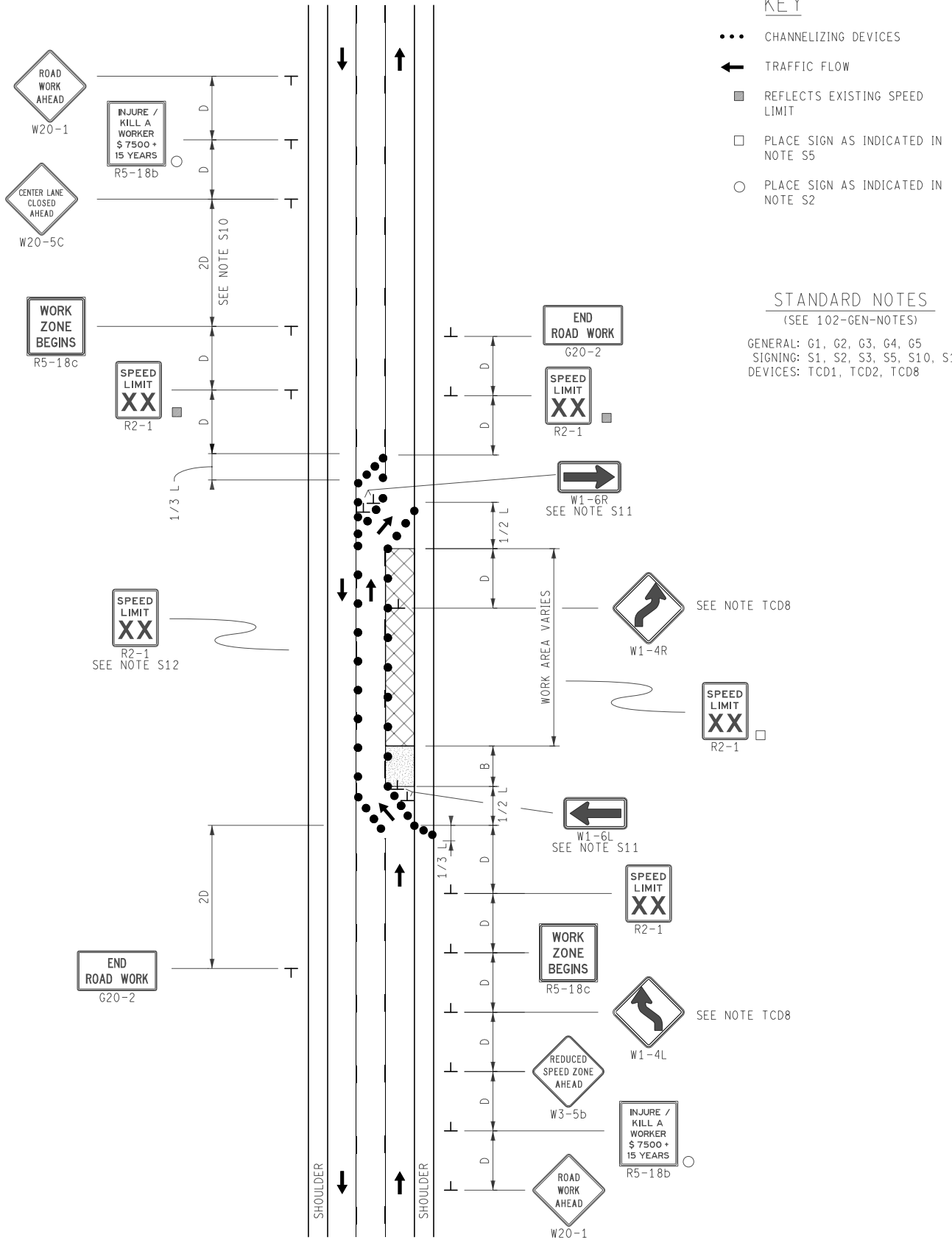
	NOT TO SCALE	MAINTAINING TRAFFIC TYPICAL	DATE: MAY 2021
		NO: 133-CLT-1LC-(L)	
LEFT AND CENTER LANE CLOSURE ON A MULTI-LANE UNDIVIDED ROADWAY			1 OF 1

KEY

- CHANNELIZING DEVICES
- ← TRAFFIC FLOW
- REFLECTS EXISTING SPEED LIMIT
- PLACE SIGN AS INDICATED IN NOTE S5
- PLACE SIGN AS INDICATED IN NOTE S2

STANDARD NOTES
(SEE 102-GEN-NOTES)

GENERAL: G1, G2, G3, G4, G5
SIGNING: S1, S2, S3, S5, S10, S11, S12
DEVICES: TCD1, TCD2, TCD8



NOT TO SCALE

MAINTAINING TRAFFIC TYPICAL

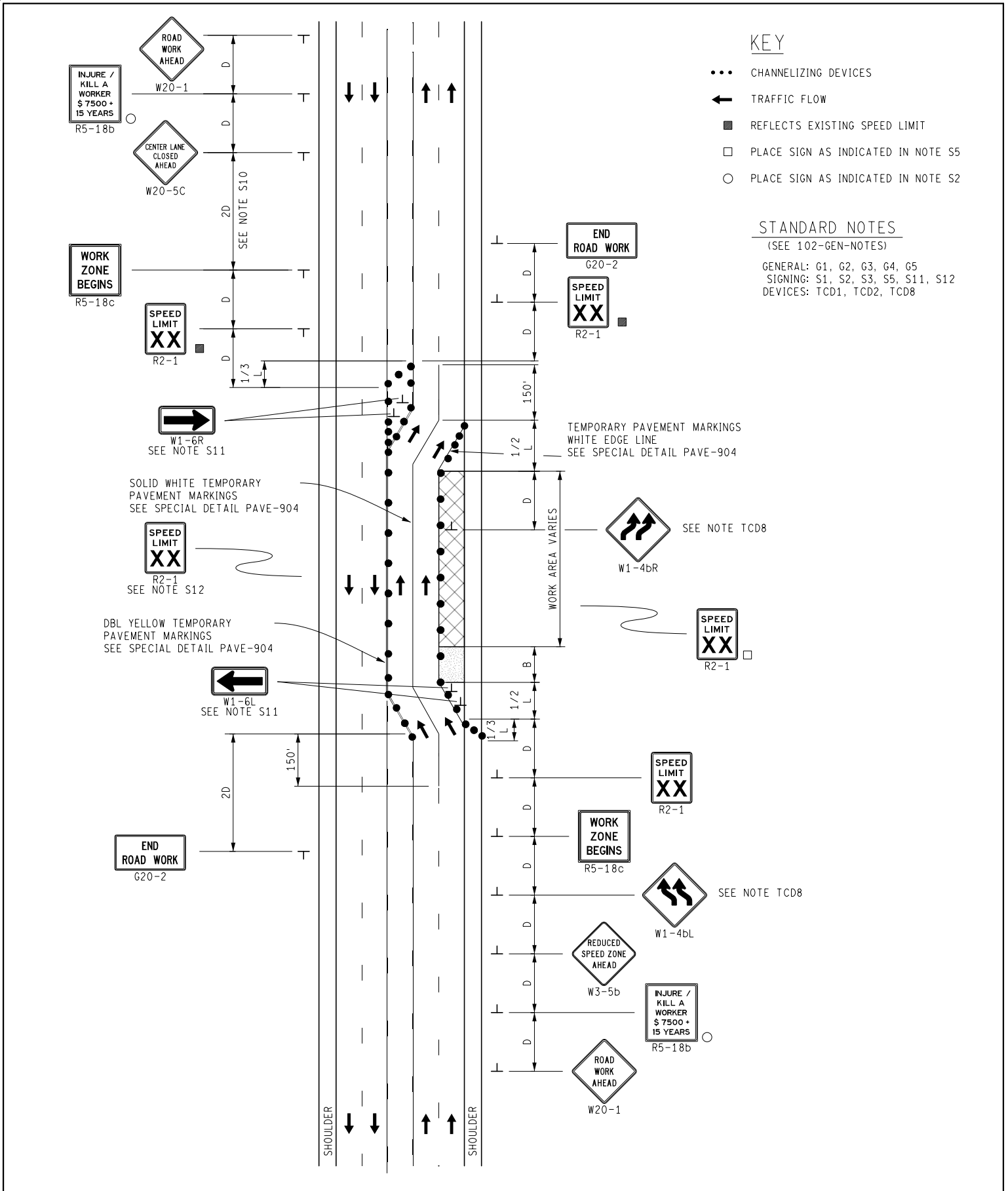
NO:
137-CLT-SHIFT-0LC

**LANE SHIFT
ON A 3-LANE UNDIVIDED ROADWAY**

DATE:
DECEMBER 2021
SHEET:

FILE: 137-CLT-SHIFT-0LC.dgn

1 OF 1



KEY

- CHANNELIZING DEVICES
- ← TRAFFIC FLOW
- REFLECTS EXISTING SPEED LIMIT
- PLACE SIGN AS INDICATED IN NOTE S5
- PLACE SIGN AS INDICATED IN NOTE S2

STANDARD NOTES

(SEE 102-GEN-NOTES)
 GENERAL: G1, G2, G3, G4, G5
 SIGNING: S1, S2, S3, S5, S11, S12
 DEVICES: TCD1, TCD2, TCD8

	NOT TO SCALE	MAINTAINING TRAFFIC TYPICAL		DOUBLE LANE SHIFT ON A 5-LANE UNDIVIDED ROADWAY	DATE: JUNE 2021
		NO: 138-CLT-SHIFT-2(R)			SHEET: 1 OF 1

FILE: 138-CLT-SHIFT-2(R).dgn

**APPENDIX E
EXCERPT FROM MUNICIPAL SEPARATE STORM SEWER
SYSTEM (MS4)**



**THE CITY OF KALAMAZOO
DEPARTMENT OF PUBLIC SERVICES
ENGINEERING DIVISION**

**EXCERPT FROM CITY OF
KALAMAZOO MUNICIPAL
SEPARATE STORM SEWER SYSTEM
(MS4)**

2023 Catch Basin Cleaning Program

Bid Reference #: 91381-001.0

9.2.2 Catch Basin Cleaning Plan

The City of Kalamazoo's catch basin cleaning plan can be found in **Section 9: Attachment D**. The City defers to EGLE and EPA guidance provided in **Section 9: Attachment E** and **Section 9: Attachment F**, respectively, for implementing this plan. Catch Basins will be evaluated by percentage full. These structures will be cleaned out when they are between 1/3 and ½ full or greater. The City of Kalamazoo started utilizing the Asset Management software, Lucity, in 2022 for tracking, documenting, and reporting purposes.

The disposal of the material taken from the catch basins is collected by the street sweepers and transported to 1415 N. Harrison Street (Wastewater Treatment Plant), placed on a dewatering pad, missed with other material, including that collected from street sweeping, sampled for landfill acceptability and transported to a Type II landfill by a contractor.

9.2.3 Street Sweeping Policy

The following is a summary of the City's Street Sweeping Policy:

- 1) Street sweeping is only to be performed during dry weather if possible.
- 2) Sweepers are to be operated at manufactured requested optimal speed level to increase effectiveness.
- 3) Sweepers are to be adequately maintained per manufactured recommendations and determined needs.
- 4) Staff training for equipment use will be provided for all sweeper vehicle drivers.
- 5) Materials from the street sweepers will be stored at dedicated dumpsters and transported to the City's 1415 N. Harrison Street Facility where it will be dewatered in a contained area, sampled and analyzed for landfill acceptance, and transported to a Type II Landfill.
- 6) Maintenance of accurate logs on worked performed including:
 - Date work performed
 - Streets swept
 - Sweeper crew identification
 - Sweeper vehicle use identification
 - Emergency contacts
 - City covered area associated with boundary sections (from City-prepared street sweeping and Snow Plowing Section Map)
 - Number of material dumps
 - Location of dumpsters
 - Material storage
 - Material disposal records
- 7) As the sweeper operators move through street segments, they will actively conduct visual assessments of the condition of the storm sewer catch basins and inlets. This assessment will be performed from inside the vehicle. Operators will record and report any damaged or plugged assets to the Public Works Supervisor. Catch basin cleaning work orders will be written for these assets and they will be prioritized in the cleaning schedule.

Schedule

The current schedule of street sweeping is monthly for the “downtown” area, approximately defined as Section 1 on the attached map titled “*City of Kalamazoo Maintenance Zones for Street Sweeping and Snow Plowing*” (refer to **Section 9: Attachment G** for a copy of the map). The remaining portions of the City (Sections 2 through 10) are swept approximately every 2-3 weeks.

Street sweeping is also performed as necessary when construction or utility work activities result in excessive sediment on the streets (e.g., water main breaks).



City of Kalamazoo Catch Basin Cleaning Plan (Revised 2022)

Introduction

Catch basins allow stormwater runoff to enter the MS4 and are generally configured with a sump intended to retain sediment, prevent clogs in the MS4, and protect water quality for receiving waters. Older catch basins may not have a sump. To function properly, catch basins require routine preventative maintenance when sediment levels reach approximately 1/3 to 1/2 sediment accumulation in the catch basin sump. Routine Preventative maintenance to prevents clogging, helps reduce the impacts of water surcharge events, reduces the loading of solids, bacteria, and some pollutants to receiving waters. However, catch basin cleaning is limited on its ability to prevent all nutrients such as Phosphorous, from impacting receiving waters.

This plan is written pursuant the United States Environmental Protection Agency's (EPA) National Pollutant Discharge Eliminations Systems (NPDES) permit requirements for stormwater discharges from the City of Kalamazoo MS4. This plan was written to include the implementation of Lucity asset management software for the City's MS4.

The City plans to strategically provide operations and management of the MS4 in accordance with EGLE and EPA catch basin cleaning guidance to the Maximum Extent Practicable as required by the permit.

Maximum extent practicable or "MEP" means the technology-based discharge standard for municipal separate storm sewer systems established by CWA § 402(p). MEP is achieved, in part, by selecting and implementing effective structural and nonstructural best management practices (BMPs) and rejecting ineffective BMPs and replacing them with effective BMPs. MEP is an iterative standard, which evolves over time as urban runoff management knowledge increases. As such, the operator's MS4 program must continually be assessed and modified to incorporate improved programs, control measures, BMPs, etc., to attain compliance with water quality standards. In the City of Kalamazoo, future development and redevelopment plans go through a Site Plan Review process that requires stormwater conditions and related structures at each site be in compliance with the 2022 "Performance Standards for Groundwater Protection within Wellhead Protection Capture Zones and Stormwater Management".

There are 11,553 catch basin and inlet structures included in the City's MS4. The catch basin inspection and cleaning will be tracked using Lucity asset management software. Structures identified as requiring preventative maintenance cleaning, those which discharge to a surfaces water, will then be cleaned using a non-regenerative vactor truck. The inspection documentation for catch basins is currently being tracked in Lucity. Based on existing data, the City estimates approximately 3335 catch basins qualify for preventative maintenance cleaning. This estimate will be updated as additional information on the storm sewer system is obtained during inspections. Inspections will be primarily conducted using the State's required method, a rod with distance marking, except when not applicable or feasible. Other methods may be employed based on citizen complaints, accessibility, observations of clogged structures and lack of function.

Scheduling will be based on availability of staffing and resources to the extent practicable, reasonable and attainable. The City of Kalamazoo assigns one vactor truck to the catch basin cleaning plan. However, the assigned vactor truck will also have to respond to various high priority contingencies, for example emergency water main breaks. The Public Works Supervisor will assign work locations strategically moving through 10 maintenance sections defined in the City that are also used for street sweeping and snow plowing assignments. To the maximum extent practicable, the Public Works Supervisor will prioritize catch basins for maintenance based on need (how frequently they fill), opportunity (the vactor truck is operable and available), storm conveyance issues (a section of the system has low function), need for repair, field staffing, season, funding, condition risk assessments, etc. Those

determined to be higher in priority will be cleaned more frequently based on the annual schedule determined by the Public Works Supervisor.

Through best management practices, the City utilizes Elgin Pelican mechanical street sweepers to mitigate accumulations of sediment, debris, and organic matter from entering the MS4. Scheduled street sweeping will take place during the months of May to mid-October. The current schedule of street sweeping is monthly for the “downtown” area, approximately defined as Section 1 on the attached map titled “*City of Kalamazoo Maintenance Sections for Street Sweeping and Snow Plowing.*” The downtown is a business district and sweeping is more difficult due to high traffic and street parking. Sweeping is accomplished downtown by moving staff to the night shift once per week to cover the total section. The remaining portions of the City (Sections 2 through 10) are swept more frequently, approximately every 2-3 weeks based on the size of the district. Regardless of the priority designation of roads (primary, secondary and tertiary) on the map included as Section 9, Attachment G, all roads in each section are swept. Streets will also be swept in coordination with the fall leaf pick-up schedule, and intermittently during the winter, weather permitting and at the discretion of the Public Works Supervisor.

In cooperation with the catch basin inspection program, as the sweeper operators move through street segments, they will actively conduct visual assessments of the condition of storm sewer catch basins and inlets from inside the vehicle. Operators will record and report any damaged or plugged assets to the Public Works Supervisor. Catch basin cleaning work orders will be written for these assets and they will be prioritized in the cleaning schedule.

Procedures for Asset Inspection

- Implement appropriate traffic safety procedures prior to each catch basin inspection and cleaning procedure.
- Visually inspect the catch basin to determine cleaning needs.
 - Complete the catch basin inspection document in Lucity.
- Once structures have undergone inspection, a crew and vactor truck will clean structures that meet maintenance cleaning requirements. It is recommended to begin cleaning with upstream structures, beginning with locally upstream structures when starting in an area. Drainage areas can be viewed in Lucity and GIS maps and include all structures that drain to a single outfall structure.
- Clean debris off the grate.
- Remove grate.
- Clean the catch basin using a high-pressure washer, while capturing sediment slurry with a vacuum.
- If sediment has entered the discharge pipe, clean the pipe and any other downstream structures impacted by sediment and debris.
- Associate all structures (catch basin, inlet, conduit, manhole, etc.) cleaned as part of this process with the work order in Lucity.

Handling and Disposal of Catch Basin Cleanings

- The by-product is brought to and disposed of at the Kalamazoo Water Reclamation Plant (KWRP), 1415 N. Harrison Street Facility.
- The solids are separated and placed on a contained drying bed where they are prepared for landfill disposal.

Record Keeping

- All catch basin inspections will be documented in Lucity.
- All work done associated with the catch basin cleaning program will be documented in Lucity.
- Complete waste disposal form located at the KWRP when disposing of by-product from catch basin cleaning.

Resources:

EGL E Catch Basin Cleaning Activities Guidance (2021)

https://www.michigan.gov/documents/deg/wrd-stormwater-catch-basin-guidance_579858_7.pdf

EPA Storm Water O&M Fact Sheet Catch Basin Cleaning

<https://nepis.epa.gov/Exe/ZyNET.exe/200044BA.txt?ZyActionD=ZyDocument&Client=EPA&Index=1995%20Thru%201999&Docs=&Query=&Time=&EndTime=&SearchMethod=1&TocRestrict=n&Toc=&TocEntry=&QField=&QFieldYear=&QFieldMonth=&QFieldDay=&UseQField=&IntQFieldOp=0&ExtQFieldOp=0&XmlQuery=&File=D%3A%5CZYFILES%5CINDEX%20DATA%5C95THRU99%5CTXT%5C0000015%5C200044BA.txt&User=ANONYMOUS&Password=anonymous&SortMethod=h%7C-&MaximumDocuments=1&FuzzyDegree=0&ImageQuality=r75g8/r75g8/x150y150g16/i425&Display=hpfr&DefSeekPage=x&SearchBack=ZyActionL&Back=ZyActionS&BackDesc=Results%20page&MaximumPages=1&ZyEntry=1>

Examples of the City's Lucity-generated inspection and maintenance forms and service work orders are provided on the following pages.

Catch Basin Inspection Form Example



GENERAL INFORMATION

Structure # * STCBAKC2...	Date Inspected * 3/4/2022	Time Inspected 1:51 PM	Next Inspection Date 3/4/2023
Created By jachj	<input checked="" type="checkbox"/> Most Recent Inspection		
Inspection Purpose 1 CB - Routine Evaluation	Inspection Method 1 Surface		
Weather 01 Clear			
Cleaning Method 1 Surface Cleaned			
Overall Condition 7 Good	Debris Type 1 Sludge	Sump Sediment Level 1 None to Minimal	
Safety Issues? 0 N/A			
<input type="checkbox"/> Wet Weather Hotspot	<input type="checkbox"/> Stormwater Marker Placed/Confirmed		
<input type="checkbox"/> Suspected Illicit Discharge Evident			
<input type="checkbox"/> Maintenance Requested	# of Work Order Created _____		
General Comment TEST CB inspection			



Work Order #

2022-003235

Status

999 Complete

Status Date

3/8/2022

Status Time

10:02 AM

Asset Type

Storm Structure

Simple WO Asset Rec #

STILKC26180

Category *

15200 Storm Structure

Document Available

Problem

SMCP000 Preventative Maintenance

Main Task

SMCST040 Clean

Address

Street Name

Comment From Request

Work Order

Cause

Assigned By

10481 CHRIS SMITH

Start Date *

3/3/2022

Assigned Time

Assigned Crew

STVACTOR 5-397 Vactor Truck

Supervisor *

10481 CHRIS SMITH

Appt Date

Start Time

Lead Worker

11623 SCOTT KENYON

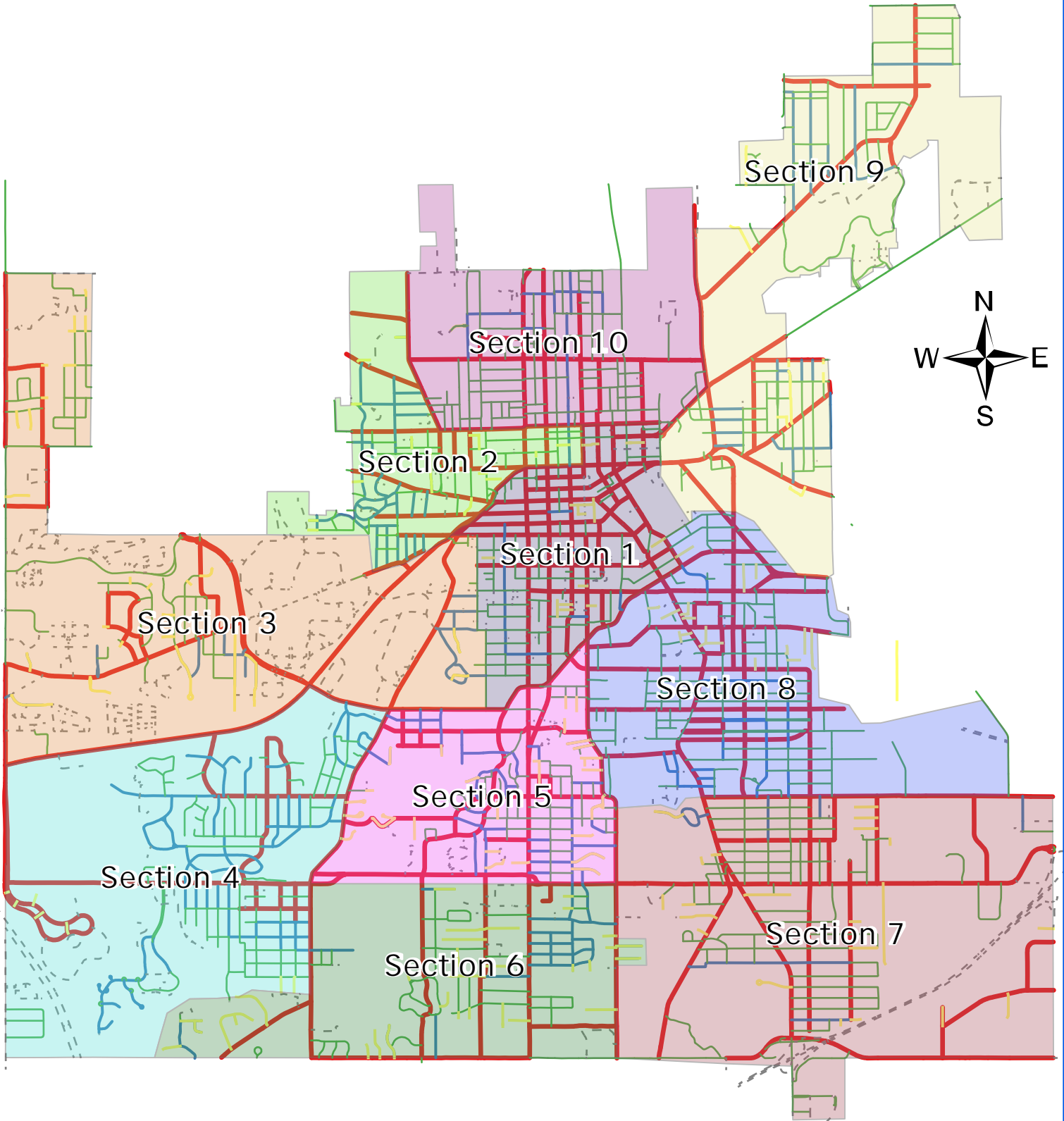
End Date

End Time

Priority

2 High-Medium

City of Kalamazoo Maintenance **Sections** for Street Sweeping and Snow Plowing



Legend

Section
1
2

3
4
5
6

7
8
9
10

Priority Level
Primary
Secondary

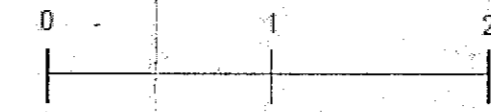
Tertiary
Other
Small Plow Access

MDOT ACT51 City of Kalamazoo Road System Classification Map

Section 9, Attachment G

CITY OF KALAMAZOO
KALAMAZOO COUNTY

POP. 74,262 -- 2010 CENSUS
725.29 - R. 11W, 12W
STREET SYSTEM
THE MICHIGAN HIGHWAY LAW,
PUBLIC ACT 51 OF 1951, AS AMENDED
MICHIGAN DEPARTMENT OF TRANSPORTATION
1 inch equals 1200 feet Map size 36x48



APPROVED
97.27 - MILES OF MAJOR STREET
166.07 - MILES OF LOCAL STREET
FOR THE PERIOD
JULY 1, 2019 TO JUNE 30, 2020
BY

ACT 51 ADMINISTRATOR
July 1, 2019
DATE OF APPROVAL

Revision Date: August 31, 2019

- | ROAD SYSTEM | LEGEND | GEOGRAPHY |
|----------------------------|----------------------------|-----------------|
| STATE TRUNKLINE | 425 ZONES | SECTIONS |
| COUNTY PRIMARY | CITY MAJOR | NON-FOCUS AREAS |
| COUNTY LOCAL | CITY LOCAL | LAKE/RIVER |
| CITY MAJOR | ADJACENT JURISDICTION ROAD | HYDROGRAPHY |
| CITY LOCAL | STATE PARK ROAD | RAILROAD |
| ADJACENT JURISDICTION ROAD | FALLS TO TRAILS | |



APPENDIX F
ARPA CLAUSES and DEBARMENT CERTIFICATION FORM



ARPA CLAUSES and ARPA
DEBARMENT CERTIFICATION FORM
(MUST BE SIGNED AND RETURNED
WITH BID)

2023 Catch Basin Cleaning Program

Bid Reference #: 91381-001.0

Exhibit 3: ARPA Contract Clauses

Federal and State Contract and Purchasing Requirements

The following terms and conditions apply subrecipients of the City of Kalamazoo and all subrecipients of subrecipients of the City of Kalamazoo and all contractors or vendors hired by the subrecipient, according to the City's Award Terms and Conditions; by ARPA and its implementing regulations; and as established by the Treasury Department.

1. **Equal Opportunity.** Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Minority and Women Business Enterprises (if applicable to this Contract)**

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), **when applicable**. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a) Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b) Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d) Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e) Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f) If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

3. **Suspension and Debarment. (applies to all purchases.)** (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935). (B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (C) This certification is a material representation of fact relied upon by the City of KALAMAZOO. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.)** Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum

5. **Access to Records. (applies to all purchases.)**
 - A. The Contractor agrees to provide the City of KALAMAZOO, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed and agrees to cooperate with all such requests.
 - B. The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - C. No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

6. Rights to Inventions Made Under a Contract or Agreement.

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

7. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.)

Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

8. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- C. The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of KALAMAZOO
- D. and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- E. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

9. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
 2. Extend or renew a contract to procure or obtain; or
 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).
- I. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - II. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - III. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

10. Buy USA - Domestic Preference for certain procurements using federal funds.

Contractor should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11. Procurement of Recovered Materials: (applies only if the work involves the use of materials)

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - I. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - II. Meeting contract performance requirements; or
 - III. At a reasonable price.
- B. Information about this requirement, along with the list of EPA - designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive> procurement-guideline-cpg-program.
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. Publications.

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

13. Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

14. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

15. Iran Divestment Act.

Pursuant to the North Carolina General Assembly (S.L. 2015-118; SB455), The Iran Divestment Act is to implement the authority granted to states by federal law to impose state-level sanctions against companies that engage in certain investment activities in the energy sector of Iran.

Additional Federal Regulations Applicable to ARPA (is hereby incorporated by reference):

1. **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200**, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
2. **Universal Identifier and System for Award Management (SAM)**, 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference
3. **Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170**, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. **OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)**, 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
5. **Recipient Integrity and Performance Matters**, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. **Governmentwide Requirements for Drug-Free Workplace**, 31 C.F.R. Part 20.
7. **New Restrictions on Lobbying**, 31 C.F.R. Part 21.
8. **Uniform Relocation Assistance and Real Property Acquisitions Act of 1970** (42 U.S.C. §§ 4601-4655) and implementing regulations.
9. **Generally applicable federal environmental laws and regulations.**

Statutes and regulations prohibiting discrimination applicable to ARPA awards include, without limitation, the following:

1. **Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)** and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
2. **The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.),** 4 which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
3. **Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794),** which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
4. **The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.),** and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Exhibit 4:

Federal Lobbying Certification

This form is required to be signed by all contractors of the subrecipient only for purchases of more than \$100,000 -

31 CFR Part 21- New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions .
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Date: _____

Signature of Contractor's authorized official

(Print name and title of person signing above)

ARPA FUNDED
DEBARMENT CERTIFICATION FORM

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

(e) The contractor is “Actively” registered with SAMS (Service for Award Management), and has been assigned the following Number: _____.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this _____ day of _____, 20 _____

By _____

Authorized Signature for Contractor

Printed Name and Title