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**EXHIBIT A**

to Settlement Agreement

*Concerned Pastors for Social Action et al. v. Khouri et al.,*

16-cv-10277 (E.D. Mich.)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
OFFICE OF ENFORCEMENT AND COMPLIANCE ASSURANCE  
WASHINGTON, D.C.

IN THE MATTER OF: : Proceedings Pursuant To  
 : Section 1431 of the Safe Drinking  
City of Flint, Michigan; Michigan : Water Act, 42 U.S.C. § 300i  
Department of Environmental :  
Quality; and the State of Michigan, : EMERGENCY  
 : ADMINISTRATIVE ORDER  
Respondents. :

I. INTRODUCTION

1. The Safe Drinking Water Act (“SDWA” or “Act”) provides the U.S. Environmental Protection Agency (“EPA” or “Agency”) with the authority to order actions when an imminent and substantial endangerment exists and the actions taken by the state and/or local authorities are inadequate to protect public health. EPA has determined that the City of Flint’s and the State of Michigan’s responses to the drinking water crisis in Flint have been inadequate to protect public health and that these failures continue. As a result, EPA is issuing this SDWA Emergency Order (“Order”) to make sure that the necessary actions to protect public health happen immediately. The Order requires that necessary information be provided promptly to the public in a clear and transparent way to assure that accurate, reliable, and trustworthy information is available to inform the public and decisions about next steps. In addition to the issuance of this Order, EPA will promptly begin sampling and analysis of lead levels in tap water in the City of Flint’s public water system (“PWS”). EPA will publish these sampling results on its website to provide the public with transparency into the process to abate the public health emergency in the City of

Flint. In the coming weeks, EPA may take additional actions under the SDWA to address the situation in the City of Flint.

## II. STATUTORY AUTHORITY

2. This Order is issued under the authority vested in the Administrator of the EPA by Section 1431 of the SDWA, 42. U.S.C. § 300i. This Order is issued for the purpose of protecting the health of persons who are supplied drinking water by a PWS with conditions that may present an imminent and substantial endangerment to human health.

## III. FINDINGS OF FACT

3. The City of Flint, Michigan (“City”) owns and operates a PWS that provides piped drinking water for human consumption to its nearly 100,000 citizens.
4. From December 2011 through April 2015, an emergency manager was appointed by the State of Michigan (“State”) under Public Act 436 to oversee the management of the City during its financial crisis. During that time, the City became a partner with the Karegnondi Water Authority (“KWA”) and decided to no longer purchase treated drinking water from the Detroit Water and Sewerage Department (“Detroit”).
5. The Michigan Department of Environmental Quality (“MDEQ”) has primary responsibility for the implementation and enforcement of the public water system program in Michigan.
6. Before April 2014, the City purchased finished drinking water from Detroit.
7. On or around April 25, 2014, the City ceased purchasing treated drinking water from Detroit and began drawing water from the Flint River as its source water.

8. Between July and December 2014, the City conducted the first of two rounds of six month lead sampling under the Lead and Copper Rule (“LCR”), 40 C.F.R. § 141.80 *et seq.*
9. The City conducted the second of two rounds of six month lead sampling under the LCR between January and June 2015. These rounds of sampling showed that the levels of lead in the City water supply were rapidly rising.
10. On or about April 24, 2015, MDEQ notified EPA that the City did not have corrosion control treatment in place at the Flint Water Treatment Plant.
11. During May and June, 2015, EPA Region 5 staff at all levels expressed concern to MDEQ and the City about increasing concentrations of lead in Flint drinking water and conveyed its concern about lack of corrosion control and recommended that the expertise of EPA’s Office of Research and Development should be used to avoid further water quality problems moving forward.
12. On July 21, 2015, EPA Region 5 discussed with MDEQ the City’s lead in drinking water issues and implementation of the LCR and MDEQ agreed to require corrosion control as soon as possible.
13. On August 17, 2015, MDEQ sent a letter to the City recommending the City implement corrosion control treatment as soon as possible, but no later than January 1, 2016, and to fully optimize its treatment within six months.
14. On August 31, 2015, EPA Region 5 had a call with MDEQ to discuss outreach to citizens to reduce exposures to high lead levels in Flint drinking water and reiterate EPA’s offer of technical assistance in implementing corrosion control treatment.

15. On September 3, 2015, Flint Mayor Dayne Walling announced that the City will implement corrosion control treatment and invited EPA corrosion control experts to join the Flint Technical Advisory Committee (“Flint TAC”).
16. On September 27, 2015, EPA Region 5 Administrator Susan Hedman called MDEQ Director Dan Wyant to discuss the need for expedited implementation of corrosion control treatment, the importance of following appropriate testing protocols, urged MDEQ to enlist Michigan Department of Health and Human Services’ involvement and discussed options to provide bottled water/premixed formula/filters until corrosion control is optimized.
17. On October 7, 2015, the Flint TAC met about the City’s corrosion control and treatment. The Flint TAC recommended returning to Detroit water as the best course of action for the City.
18. On October 16, 2015, EPA established the Flint Safe Drinking Water Task Force (“EPA Flint Task Force”) to provide the Agency’s technical expertise through regular dialogue with designated officials from MDEQ and the City.
19. On or around October 16, 2015, the City switched back to purchasing finished water from Detroit, now called the Great Lakes Water Authority.
20. On November 25, 2015, the EPA Flint Task Force requested information that would allow EPA to determine the progress being made on corrosion control in the City; this information has not been received by EPA. This information includes water quality parameter measurements (pH, total alkalinity, orthophosphate, chloride, turbidity, iron, calcium, temperature, conductivity) in the distribution system. The EPA Flint Task Force has also made subsequent requests and recommendations.

<http://www.epa.gov/mi/flint-drinking-water-documents> The City is required by its MDEQ permit to monitor for these parameters at 25 sites quarterly and at 10 of these sites weekly. Because the City has not provided the information requested by the EPA Flint Task Force EPA does not have the information that would provide any assurance that contamination in the City's water system has been controlled.

21. On or around December 9, 2015, the City began feeding additional orthophosphate at the Flint Water Treatment Plant to begin optimizing corrosion control treatment. Notwithstanding the orthophosphate addition, high levels of lead and other contaminants are presumed to persist in the City's water system until LCR optimization process, utilizing sampling and monitoring requirements, have confirmed lead levels have been reduced.
22. On December 14, 2015 the City declared an emergency.
23. On January 14, 2016, the Governor of the State requested a declaration of major disaster and emergency and requested federal aid.
24. On January 16, 2016, the President of the United States declared a federal emergency in the City.
25. The presence of lead in the City water supply is principally due to the lack of corrosion control treatment after the City's switch to the Flint River as a source in April 2014. The river's water was corrosive and removed protective coatings in the system. This allowed lead to leach into the drinking water, which can continue until the system's treatment is optimized.
26. Lead occurs in drinking water from two sources: lead in raw water supplies and corrosion of plumbing materials in the water distribution system (i.e., corrosion

byproducts). Most lead contamination is from corrosion byproducts. The amount of lead in drinking water attributable to corrosion byproducts depends on a number of factors, including the amount and age of lead bearing materials susceptible to corrosion, how long the water is in contact with the lead containing surfaces, and how corrosive the water in the system is toward these materials. *Final Rule: Maximum Contaminant Level Goals and National Primary Drinking Water Regulations for Lead and Copper*, 56 *Fed. Reg.* 26460, 26463 (June 7, 1991).

27. EPA has set the Maximum Contaminant Level Goal (“MCLG”) at zero for lead because (1) there is no clear threshold for some non-carcinogenic lead health effects, (2) a substantial portion of the sensitive population already exceeds acceptable blood lead levels, and (3) lead is a probable carcinogen. 56 *Fed. Reg.* at 26467. Pregnant women, unborn children, and children under the age of six are particularly sensitive to lead exposure.
28. The concentration of lead in whole blood has been the most widely used index of total lead exposure. Lead exposure across a broad range of blood lead levels has been associated with a spectrum of patho-physiological effects, including interference with heme synthesis necessary in the formation of red blood cells, anemia, kidney damage, impaired reproductive function, interference with vitamin D metabolism, impaired cognitive performance (as measured by IQ tests, performance in school, and other means), delayed neurological physical development, and elevation in blood pressure. 56 *Fed. Reg.* 26467-68.
29. EPA finds that consumption of lead in water contributes to increase in blood lead levels. The Centers for Disease Control and Prevention uses a reference level of 5



micrograms per deciliter to identify children with elevated blood lead levels. This new level is based on the U.S. population of children ages 1 – 5 years who are in the highest 2.5% of children when tested for lead in their blood.

[http://www.cdc.gov/nceh/lead/acclpp/blood\\_lead\\_levels.htm](http://www.cdc.gov/nceh/lead/acclpp/blood_lead_levels.htm)

30. Under the LCR, the “action level” for lead is the concentration of lead at which corrective action is required. 40 C.F.R. § 141.2.
31. EPA’s LCR includes requirements for corrosion control treatment, source water treatment, lead service line replacement, and public education. These requirements are triggered, in some cases, by lead and copper action levels measured in samples collected at consumers’ taps. The action level for lead is exceeded if the concentration of lead in more than 10 percent of tap water samples collected during the monitoring period conducted in accordance with 40 C.F.R. § 141.86 is greater than 0.015mg/L (i.e., if the “90<sup>th</sup> percentile” is greater than 0.015mg/L). 40 C.F.R. § 141.80(c). When a large system exceeds this action level, the LCR requires the system to: 1) implement public education requirements; 2) implement all applicable source water treatment requirements specified by the primacy agency under 40 C.F.R. § 141.83; and (3) if the system is exceeding the action level after implementation of all applicable corrosion control and source water treatment requirements, then the system must replace lead service lines in accordance with 40 C.F.R. § 141.84.
32. All large systems (over 50,000 persons) are required to either complete corrosion control treatment steps in 40 C.F.R. § 141.91(d) or be deemed to have optimized corrosion control treatment under 40 C.F.R. § 141.81(b)(2) or (b)(3).

33. Based on the foregoing, EPA finds that water provided by the City to residents poses an imminent and substantial endangerment to the health of those persons. Those persons' health is substantially endangered by their ingestion of lead in waters that persons legitimately assume are safe for human consumption. This imminent and substantial endangerment will continue unless preventive actions are taken.
34. The City, MDEQ and the State have failed to take adequate measures to protect public health. Although some progress has been made in addressing the drinking water crisis in the City, there continue to be delays in responding to critical EPA recommendations and in implementing the actions necessary to reduce and minimize the presence of lead and other contaminants in the water supply both now and in the near future. The Respondents have failed and continue to fail to provide the information necessary for EPA, the EPA Flint Task Force and the City's PWS customers to fully understand and respond promptly and adequately to the current deficiencies. EPA remains concerned that the City lacks the professional expertise and resources needed to carry out the recommended actions and to safely manage the City's PWS.
35. In accordance with SDWA Section 1431(a), 42 U.S.C. § 300i(a), to the extent practicable EPA has consulted with state and local authorities regarding the information on which this EPA action is based.
36. This Order and the requirements set forth herein are necessary to ensure adequate protection of public health in the City.

37. As a result of the emergency, EPA will promptly begin sampling and analysis of lead levels and other contaminants in the City to assure that all regulatory authorities and the public have accurate and reliable information.
38. EPA will make its LCR sampling results available to the public on the Agency's website.

#### IV. CONCLUSIONS OF LAW

39. Section 1431 (a), 42 U.S.C. § 300i(a), specifies that the EPA Administrator, upon receipt of information that a contaminant which is present in or likely to enter a public water system that may present an imminent and substantial endangerment to the health of persons, and that State and local authorities have not acted to protect the health of such persons, may take such actions as she may deem necessary in order to protect the health of such persons.
40. The City owns and operates a "public water system" within the meaning of SDWA Section 1401.
41. MDEQ is an instrumentality of the State.
42. The City, State and MDEQ are "persons" as defined in SDWA Section 1401(c)(12).
43. Respondents' cessation of purchased water from Detroit and switch to the Flint River as its source water triggered a cascade of events that directly resulted in the contribution of lead and other "contaminants" that are within the meaning of SDWA Sections 1401(c)(6) and 1431 of the Act.
44. The contaminants introduced by Respondents are present in or likely to enter a PWS.
45. Based upon the information and evidence, EPA determines that Respondents' actions that resulted in the introduction of contaminants, which entered a public water system

and have been consumed and may continue to be consumed by those served by the public water system, present an imminent and substantial endangerment to the health of persons.

46. The lead and other contaminants will remain present in the PWS and will continue to present an imminent and substantial endangerment to the health of persons until the underlying problems with the corrosion control treatment and fundamental deficiencies in the operation of the PWS are corrected and sampling results confirm the lead and other contaminants are adequately treated.
47. Respondents have failed to take adequate measures to protect public health.
48. The EPA has consulted with the State and local authorities, to the extent practicable, to confirm the correctness of the information upon which this ORDER is based and to ascertain the actions which such authorities are or will be taking. All requisite conditions have been satisfied for the EPA action under SDWA Section 1431(a)(1), 42 U.S.C. § 300i(a)(1).
49. The EPA finds that there is an imminent and substantial endangerment to the people drinking water from the public water system of the City of Flint and that the actions taken by the State and/or the City are inadequate to protect public health. The actions required by this ORDER are necessary to protect the health of persons who are currently consuming or who may consume or use water from the City's PWS.

V. ORDER

Based on the foregoing Findings and Conclusions, and pursuant to Section 1431 of the Act, 42 U.S.C. 300i,

IT IS ORDERED:

**Intent to Comply**

50. Within one day of the effective date of this Order, Respondents shall notify EPA in writing of their intention to comply with the terms of this Order. For the purposes of this Order, "day" shall mean calendar day.

**Reporting Requirements**

51. Within five days of the effective date of this Order, the State shall create, and thereafter maintain, a publicly available website. Respondents must post on this website all reports, sampling results, plans, weekly status reports on the progress of all requirements and all other documentation required under this Order. The Respondents shall not publish to this website any personally identifiable information.

**Response to EPA Flint Task Force Recommendations, Requests for Information and Sampling Activities**

52. The Respondents shall within 10 days of the effective date of this Order respond in writing, in accordance with Paragraph 51, to all of the EPA Flint Task Force's requests and recommendations made on November 25, 2015 and subsequent dates. The response shall include all actions Respondents have taken and intend to take in response to those requests and recommendations. The EPA Flint Task Force's requests and recommendations are publicly available at <http://www.epa.gov/mi/flint-drinking-water-documents>.
53. Within 10 days of the effective date of the Order the Respondents shall provide the following information in accordance with Paragraph 51:
- a. Water quality parameter measurements (pH, total alkalinity, orthophosphate, chloride, turbidity, iron, calcium, temperature, conductivity) in the distribution

system. The City is required by the MDEQ permit to monitor for these parameters at 25 sites quarterly and at 10 of these sites weekly;

- b. All lead in water testing results for the City since January 2013, including those not used for LCR compliance; and
- c. Identification of areas (e.g., zip codes, neighborhoods) in the City with elevated blood lead levels.

54. Within 10 days of the effective date of the Order, the Respondents shall provide, without publicly disclosing any personally identifiable information, the following directly to the EPA in accordance with Paragraph 66:

- a. Existing inventory of homes with lead service lines in Excel or a similar format;
- b. Addresses of homes that have had water service interruptions or street disturbances (e.g., water main breaks, road/sidewalk construction, etc.) within the last year; and
- c. Addresses of currently unoccupied homes.

55. Respondents shall cooperate with EPA as the Agency conducts LCR sampling and other diagnostic activities in the City.

#### **Treatment and Source Water**

56. To ensure that treated water meets finished water quality goals and is consistently maintained throughout the distribution system, that existing and potential plant operational and mechanical start-up issues are identified and addressed, and that water plant operations staff are proficient in treating the existing and new source water, Respondents shall comply with Paragraphs 57, 58 and 59.

57. Respondents shall maintain chlorine residual in the distribution system in accordance with SDWA and the National Primary Drinking Water Regulations (“NPDWRs”).
58. The City shall continue to add corrosion inhibitors (e.g., orthophosphate booster) at levels sufficient to re-optimize corrosion control in the distribution system.
59. To address optimization of corrosion control for the system as operated with its current water source, within 14 days of the effective date of this Order the Respondents shall submit to MDEQ and post in accordance with Paragraph 51:
  - a. Submit a plan and schedule to the MDEQ to review and revise as needed designated optimal corrosion control and water quality parameters as well as monitoring plans for LCR compliance and all other monitoring plans developed to ensure that the treatment plant is consistently and reliably meeting plant performance criteria and all other NPDWRs;
  - b. Submit a sampling plan for daily monitoring of water quality parameters in the distribution system with results compiled in a weekly report in an approved format; and
  - c. Submit an operations plan for the corrosion control equipment (storage day tanks, feed/injection systems), with results compiled in a weekly format, that includes monitoring, calibration, verification (pump catch, etc.) as well as daily monitoring of finished water corrosion control parameters. Results shall be submitted and posted weekly.
60. Respondents shall not effectuate a transition to a new water source for the City’s PWS (e.g., from KWA) until such time as they have submitted a written plan, developed through consultation with appropriate experts and after providing adequate

advanced notice and an opportunity for public comment, to MDEQ and in accordance with Paragraph 51, demonstrating that the City has the technical, managerial and financial capacity to operate its PWS in compliance with SDWA and the NPDWRs and that necessary infrastructure upgrades, analysis, and testing have been completed to ensure a safe transition. Such plans shall include, but not be limited to, provisions addressing:

- a. The impacts on corrosion control for any new source water and an operations plan for periodic use of existing sources of water;
- b. Completion of corrosion control study for any new sources;
- c. Implementation of a "performance period" that allows for the demonstration of the adequacy of treatment of the new water source to meet all NPDWRs before it can be distributed to residents; and
- d. The City's technical, managerial and financial capacity to meet SDWA's applicable requirements, including the NPDWRs, during and after the transition to any new water source.

**Treatment and Distribution System Management**

61. Within 15 days of the effective date of this Order, the City must demonstrate, and the MDEQ and State must ensure, the City has the necessary, capable and qualified personnel required to perform the duties and obligations required to ensure the PWS complies with the SDWA and the NPDWRs.
62. To ensure the City's PWS is adequately operated to meet SDWA and all NPDWRs, within 30 days of the effective date of this Order, the Respondents shall submit the steps they will take to develop and implement a distribution system water quality



optimization plan to MDEQ and in accordance with Paragraph 51, to evaluate and improve its programs that affect distribution system water quality, including: evaluating conditions within the distribution system; creating better documentation; and enhancing communication between the various utility functions that impact distribution system water quality. The MDEQ must ensure that this plan is adequate to ensure SDWA compliance and the State must ensure it is executed.

**Independent Advisory Panel (“IAP”)**

63. Within seven days of the effective date of this Order, the MDEQ and State, with the City’s input and concurrence, shall engage a panel of independent, nationally-recognized experts on drinking water treatment, sampling, distribution system operation, and members of the affected community to advise and make public recommendations to the City on steps needed to mitigate the imminent and substantial endangerment to the health of persons and general operation of the City’s PWS to ensure compliance with SDWA and the NPDWRs.
64. The charge to the IAP will include the following:
  - a. Make recommendations to the Respondents, and for consideration by the EPA, to ensure the safe operation of the City’s PWS.
  - b. Make other recommendations to the Respondents, and for consideration by the EPA, to better serve the community served by the City’s PWS.

VI. PARTIES BOUND

65. The provisions of this Order shall apply to and bind Respondents and their officers, employees, agents, successors and assigns.

VII. GENERAL PROVISIONS

66. All submittals and inquiries pursuant to this Order shall be addressed to:

Mark Pollins, Director  
Water Enforcement Division  
Office of Enforcement and Compliance Assurance  
United States Environmental Protection Agency  
William Jefferson Clinton South Building  
1200 Pennsylvania Avenue NW  
Room 3104  
Washington, DC 20460  
pollins.mark@epa.gov

67. All plans, reports, notices or other documents submitted by Respondents under this Order shall be accompanied by the following statement signed by a responsible official.

*"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering such information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."*

68. Record preservation. Respondents shall retain, during the pendency of this Order, and for a minimum of six years after its termination, all data, records and documents in its possession or control, or which comes into its possession or the possession of its divisions, officers, directors, employees, agents, contractors, successors, and assigns, which relate in any way to this Order. After the above mentioned six year period, Respondents shall provide written notification to EPA 60 calendar days before the destruction of any data, records, or documents that relate in any way to this Order or its implementation. At the EPA's request, Respondents shall then make records available to the EPA for inspection and/or retention, or shall provide copies of any such records to EPA before discarding.

69. Within 10 days of the effective date of this Order, or at the time of retaining any agent, consultant, or contractor for the purpose of carrying out terms of this Order, Respondents shall enter into an agreement with any such agents, consultants, or contractors whereby such agents, consultants, or contractors will be required to provide Respondents a copy of all documents produced under this Order.
70. EPA retains all of its information gathering and inspections authorities and rights, including the right to bring enforcement actions related thereto, under SDWA and any other applicable statutes or regulations.
71. Pursuant to SDWA Section 1431(b), 42 U.S.C. § 300i, in the event Respondents violate, fail or refuse to comply with any of the terms or provisions of this Order, EPA may commence a civil action in U.S. District Court to require compliance with this Order and to assess a civil penalty of up to \$21,500 per day of violation under SDWA, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990, amended by the Debt Collection Improvement Act of 1996, and the subsequent Civil Monetary Penalty Inflation Adjustment Rule, 40 C.F.R. Part 19.
72. Compliance with the terms and conditions of this Order shall not in any way be construed to relieve Respondents of their obligations to comply with all applicable provisions of federal, state, or local law, nor shall it be construed to be a determination of any issue related to any federal, state, or local permit. Compliance with this Order shall not be a defense to any actions subsequently commenced for any violation of federal laws and regulations administered by EPA, and it is the responsibility of Respondents to comply with such laws and regulations.

73. EPA may modify this Order to ensure protection of human health and the environment. Such modification shall be in writing and shall be incorporated into this Order.

74. This Order shall constitute final agency action by EPA.


VIII. EFFECTIVE DATE

75. Under SDWA Section 1431, 42 U.S.C. § 300i, this Order shall be effective immediately upon Respondents' receipt of this Order. If modifications are made by the EPA to this Order, such modifications will be effective on the date received by Respondents. This Order shall remain in effect until the provisions identified in the Order have been met in accordance with written EPA approval.

IX. TERMINATION

76. The provisions of this Order shall be deemed satisfied upon Respondents' receipt of written notice from the EPA that Respondents have demonstrated, to the satisfaction of the EPA, that the terms of this Order, including any additional tasks determined by EPA to be required under this Order or any continuing obligation or promises, have been satisfactorily completed.

1/21/16  
Date

  
\_\_\_\_\_  
CYNTHIA GILES  
Assistant Administrator  
Office of Enforcement and Compliance Assurance  
United States Environmental Protection Agency  
William Jefferson Clinton South Building  
1200 Pennsylvania Avenue N.W.  
Washington, DC 20460

**EXHIBIT B**

to Settlement Agreement

*Concerned Pastors for Social Action et al. v. Khouri et al.,*

16-cv-10277 (E.D. Mich.)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5  
CHICAGO, ILLINOIS

IN THE MATTER OF: : Proceedings Pursuant To  
: Section 1431 of the Safe Drinking  
City of Flint, Michigan; Michigan : Water Act, 42 U.S.C. § 300i  
Department of Environmental :  
Quality; and the State of Michigan, : FIRST AMENDMENT TO  
: EMERGENCY  
Respondents. : ADMINISTRATIVE ORDER

1. On January 21, 2016, EPA issued an Emergency Administrative Order (“Order”) to the City of Flint, Michigan (“City”), the Michigan Department of Environmental Quality (“MDEQ”), and the State of Michigan (“State”) (“Respondents”) under Safe Drinking Water Act (“SDWA”) Section 1431, 42 U.S.C. § 300i. Consistent with Paragraph 73 of the Order, all provisions of the January 21, 2016 Order are incorporated herein, remain unchanged and in effect, except to the extent specific paragraphs are revised and superseded as follows by this First Amendment to the Order (“First Amendment”).
2. Consistent with Paragraph 75 of the Order, the First Amendment shall be effective on the date received by the Respondents.
3. The City has the responsibility to choose an appropriate source of drinking water. In doing so, the City must ensure that it can comply with the SDWA and National Primary Drinking Water Regulations (“NPDWRs”). The City has stated it intends to switch from the Great Lakes Water Authority (“GLWA”), its current source, to treating raw water from the Karegnondi Water Authority (“KWA”), its proposed new source of drinking water.

4. According to the September 26, 2016 letter from the State to the City, access to water from the GLWA as a primary water source is unlikely to be available to the City as of October 2017. This is because the 72-inch transmission pipe currently providing GLWA water to the City will be in use by the Genesee County Drain Commissioner to serve KWA water to its customers as of October 2017.
5. Progress has been made in protecting public health with the City providing increasingly reliable and safe drinking water to the citizens of Flint. Any change in source water or treatment has the potential to cause corrosion and leaching of lead if the water system and the primacy agency have not appropriately planned for the change. This First Amendment establishes the tasks and timeframes to make a water source switch in compliance with the provisions of the SDWA and the NPDWRs, including State-designated optimal corrosion control treatment and State-established water quality parameters for compliance monitoring. The following provisions apply to any water source identified by the Respondents under Paragraph 60 and any subsequent change in water source made by the Respondents.
6. **Paragraph 60 in the January 21, 2016 Order shall now read:**

60. Respondents shall comply with all requirements of this Paragraph for any new water source.

*a. Confirmation of Water Sources*

The City shall confirm in writing to EPA its intended new water source and emergency back-up water source within five days of the effective date of the First Amendment. Nothing in this First Amendment prevents the City from identifying a different new water source. The City must notify EPA in writing within five

days if there are any changes in its initial, or any subsequent, new water source designation.

**b. Development and Implementation for New Water Source Treatment**

**i. Pipeline Plan**

It is necessary to complete the KWA pipeline connection to the Flint water treatment plant (“WTP”). Respondents shall submit to MDEQ for its review and approval, to EPA for its review, and post to the public website under Paragraph 51, a written plan for completing the KWA pipeline connection to the Flint WTP (“Pipeline Plan”), within twenty-one days of the effective date of this First Amendment. The Pipeline Plan shall specify dates for major milestones, including at a minimum, the following:

- A. Complete engineering drawings;
- B. Submit permit applications and receive approvals;
- C. Request contract bidding and award; and
- D. Develop construction time table, including final completion date.

Upon MDEQ’s written approval of the Pipeline Plan, Respondents shall implement the Pipeline Plan, which must provide for pipeline completion and operation at least three months before the planned distribution date from any new water source.

**ii. Water Treatment Plant Modification Plan (“WTPMP”)**

Respondents shall submit to MDEQ for its review and approval, to EPA for its review, and post to the public website under Paragraph 51, by February 1, 2017, a



written WTPMP that provides a preliminary evaluation for Flint's treatment of its identified new source water. The WTPMP shall include:

- A. An assessment of the treatment processes for the new source water;
- B. Identification of necessary Flint WTP infrastructure improvements, including the assessment of associated operation and maintenance needs; and
- C. A schedule with completion dates for major milestones, including, at a minimum, the following: (1) identifying, securing and utilizing funding source(s) and (2) implementing the necessary infrastructure upgrades and other identified improvements.

Upon MDEQ's written approval of the WTPMP, Respondents shall implement the WTPMP.

**iii. New Source Treatment Plan ("NSTP")**

Respondents shall submit to MDEQ for its review and approval, to EPA for its review, and post to the public website under Paragraph 51, as soon as available and no later than the dates set forth below, a written plan to treat the new source water. The NSTP shall address the City's technical, managerial, and financial capacity to operate its PWS in compliance with the SDWA and NPDWRs, including requirements for optimal corrosion control treatment and water quality parameter monitoring. The NSTP shall be developed in consultation with appropriate experts and the public through adequate advanced notice and opportunity for comment. Prior to submittal of the NSTP, Respondents shall develop a corrosion control study for the new source water and submit the study

to MDEQ for its review and approval, and to EPA for its review, by February 1, 2017. The NSTP shall be submitted by March 1, 2017, and shall specify a schedule with completion dates for major milestones, including, at a minimum, the following:

- A. Finalizing necessary standard operating procedures (“SOPs”) for each aspect of the water treatment process for the Flint WTP;
- B. Implementing infrastructure upgrades that were identified under the WTPMP;
- C. Conducting a corrosion control study for the new source water, including the analysis and testing of the impacts on corrosion control treatment under various circumstances to ensure a safe transition; and
- D. Developing and implementing a “performance period,” which shall begin after the completion of the KWA pipeline connection to the Flint WTP, addressed in Paragraph 60(b)(i), and after the completion and implementation of all applicable requirements in Paragraph 60(b)(ii) and (iii). The performance period shall last as long as necessary, but no less than three months, to allow for the demonstration of the adequacy of treatment of the new water source to meet all SDWA and NPDWRs before it can be distributed to consumers.

Upon MDEQ’s written approval of the NSTP, Respondents shall implement the NSTP. After completion of the approved NSTP, and at least five days before the

proposed distribution of the new source water, Respondents shall: (1) certify in accordance with Paragraph 60(c)(iv) that all elements of the NSTP have been implemented and (2) notify the public in accordance with Paragraph 51.

iv. *Use of the Current Water Source*

Respondents must continue to use the current GLWA source to provide drinking water to the City until the City has demonstrated that all requirements of Paragraph 60 are met and EPA has concurred. Respondents shall provide documentation to EPA, and make publicly available under Paragraph 51, within thirty days of the effective date of the First Amendment, that Respondents have made arrangements to have continued access to its current GLWA source water until its transition to a new source water is complete.

c. *Reporting and Notification Requirements*

- i. Respondents shall provide monthly updates regarding schedules and milestones, including amount of funds committed, by whom, and when funds will be available for disbursement under Paragraph 60, on the 1<sup>st</sup> day of each month on the public website under Paragraph 51. Respondents shall continue to report monthly until all necessary requirements of Paragraph 60 are met.
- ii. If any event occurs, or has occurred, that may delay Respondents' ability to meet any schedule or milestone in Paragraph 60, Respondents shall notify EPA of that event within five days. If Respondents anticipate any reason they may be delayed in meeting any schedule or milestone in Paragraph 60, Respondents shall notify EPA within five days of the date they become aware of that reason for delay. Within 10 days of providing such notice to EPA regarding a delay in

meeting schedules or milestones, Respondents shall provide contingency plans to address each delay to MDEQ for its review and approval and to EPA for its review.

- iii. If at any point the City decides to change its water source specified under Paragraph 60(a), the City shall notify EPA in writing within five days of such decision. All provisions of Paragraph 60 will apply to any change in water source.
- iv. Respondents shall provide to EPA a written certification, as specified under Paragraph 67 of the Order, each time a plan, schedule, or milestone required under Paragraph 60 is fully implemented, until EPA has concurred that all requirements under Paragraph 60 have been fully implemented.

**7. Paragraph 66 in the January 21, 2016 Order shall now read:**

66. All submittals and inquiries pursuant to this Order shall be addressed to:

Christopher Korleski  
Director, Water Division, Region 5  
U.S. Environmental Protection Agency  
77 W. Jackson Blvd. (W-15J)  
Chicago, Illinois 60604  
(312) 353-8320  
[korleski.christopher@epa.gov](mailto:korleski.christopher@epa.gov)

11/17/14

Date

Robert A. Kaplan

ROBERT A. KAPLAN  
Acting Regional Administrator  
Office of the Regional Administrator  
U.S. Environmental Protection Agency  
Region 5  
Chicago, Illinois 60604

**EXHIBIT C**

to Settlement Agreement

*Concerned Pastors for Social Action et al. v. Khouri et al.,*

16-cv-10277 (E.D. Mich.)

## RESIDENTIAL REQUEST FOR WATER ANALYSIS 250 mL/750 mL Wide-Mouth Bottle Kit

FOR LAB USE ONLY

KIT NUMBER

For Lab use only

Name MDEQ - RRD Div #900040-00		DWL Account number M99953605	
Mailing Address Flint Residential Lab Services			
City Lansing	State MI	Zip 48910	

WSSN <b>2310</b>	Does sample contain chlorine? Yes
SAMPLE SOURCE 9 - Other	SAMPLING PURPOSE 9 - Other
	SAMPLE POINT 9 - Other

Name JoLisa McDay 4500 N. Address Dort Hwy Flint, MI 48505	Email: jmcday@cityofflint.com Phone number: 810-787-6537
--	---

**Residents –**  
See reverse side for NEW  
sample instructions  
and information.  
**Fill out gray area below**

**Please fill out ALL shaded boxes below (PLEASE PRINT)**

In case of any questions regarding your sample or form, please provide your email and phone #

Email Address:		Phone # ( )	
Sample Collector Name (Please Print)		Date Collected	Time Collected (Circle one) AM PM
Collector Code (Check one)	<input type="checkbox"/> 3 - Private Citizen	<input type="checkbox"/> 9 - Other	
Owner Name			
Collection Site Street Address			
Flint	Genesee	ZIP Code	
Sampling Point	<input type="checkbox"/> Kitchen <input type="checkbox"/> Bathroom		Kit #

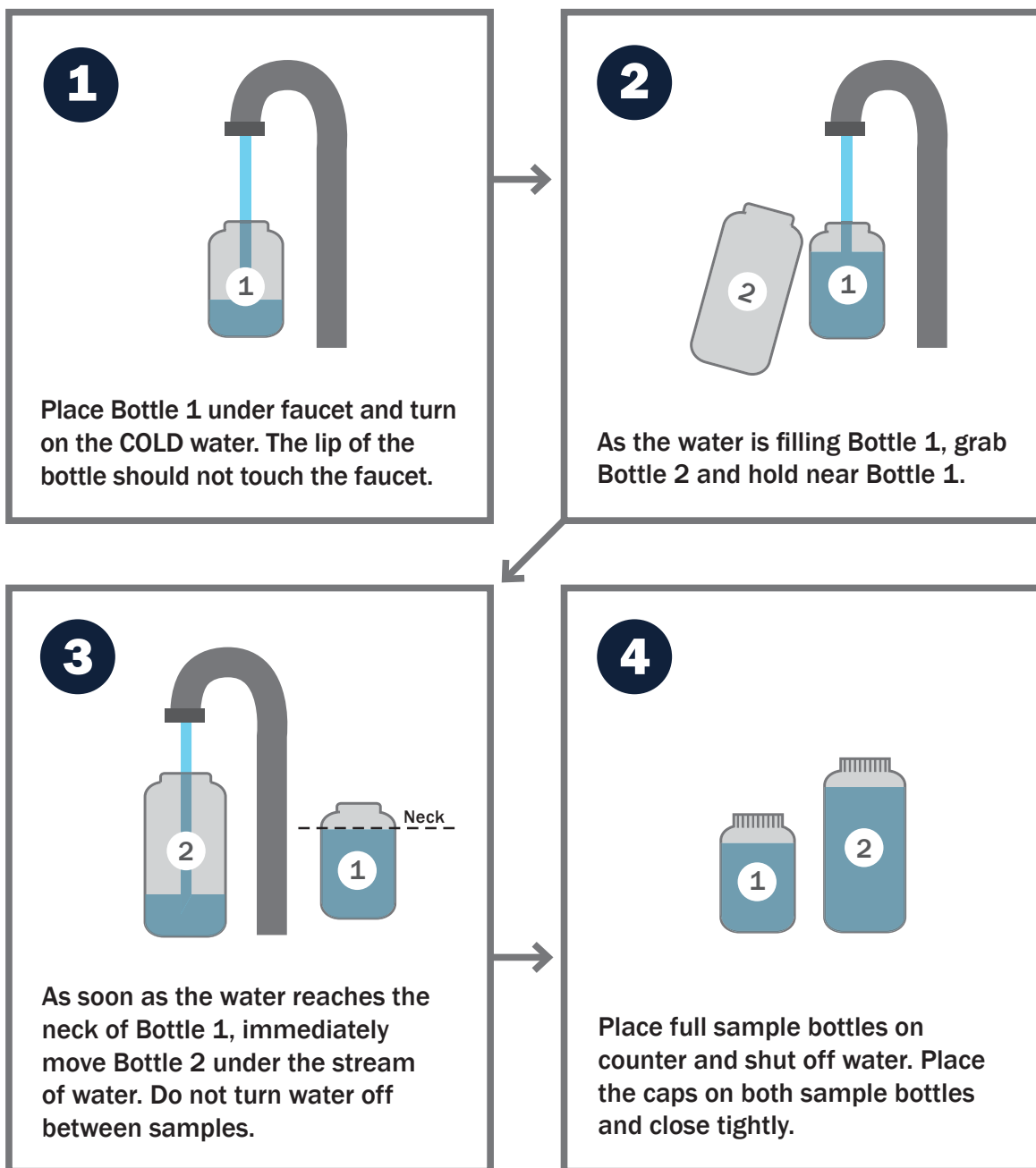
**Questions?** Call the Department of Environmental Quality Environmental Assistance Center at **1-800-662-9278**

**For Sample drop off sites, bottled water, water filters and free water testing kits go to: [www.michigan.gov/flintwater](http://www.michigan.gov/flintwater) and click on Water Resources or call 1-800-662-9278.**

Sample results will be mailed to you and posted on [www.michigan.gov/flintwater](http://www.michigan.gov/flintwater) under Testing Results.

## READ THIS BEFORE OPENING YOUR SAMPLE BOTTLES

- Do not use any water in your house for at least six hours before you take a sample.
- The best times to sample are early in the morning or after you return home from work.
- Do not flush any water from the faucet before you take a sample.
- Do not touch the inside of the cap or bottle.
- Only use faucet in the KITCHEN or BATHROOM that is used often for drinking. It should also have been used in the last 24 hours. No other faucet will work for sampling.
- If the faucet is connected to a faucet mount filter, water softener, iron filter, or reverse osmosis system, it must be removed or bypassed.
- To start, open bottles 1 and 2 and set on counter near the sink.



**FILL OUT SAMPLE FORM ON THE OTHER SIDE OF THIS PAGE**

Place the filled bottles and completed form back into the zip-lock bag and return the kit for testing.



**EXHIBIT D**

to Settlement Agreement

*Concerned Pastors for Social Action et al. v. Khouri et al.,*

16-cv-10277 (E.D. Mich.)





Dr. Karen Weaver  
Mayor

## CITY OF FLINT

### Department of Purchases & Supplies

Derrick F. Jones  
Purchasing Manager

#### INVITATION TO BID

##### **OWNER:**

THE CITY OF FLINT  
DEPARTMENT OF PURCHASES AND SUPPLIES  
1101 S. SAGINAW ST., Room 203  
FLINT, MI 48502

**Proposal No. 17-560**

##### **SCOPE OF WORK:**

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

#### ***2017 REPLACEMENT OF WATER SERVICE LINES (ZONES 1-10)***

per the attached requirements.

If your firm is interested in providing the requested services, please submit 1 original, 1 copy, and 1 unbound copy of your detailed proposal to the City of Flint, Department of Purchases and Supplies, 1101 S. Saginaw St., Room 203, Flint, MI, 48502, by **Thursday, February 2, 2017 @ 3:00 PM EST**. Please note: all proposals received after 3:00 PM (EST) will not be considered. Faxed proposals into the Purchasing Department are not accepted.

A mandatory pre-proposal meeting will be held on **Monday, January 23, 2017 @ 10:00 AM (EST)** at City Hall, 1101 S. Saginaw St., Flint, MI 48502 in City Council Chambers. This will be the only venue that potential vendors will be able to have a face-to-face conversation with both the Purchasing Department and Fast Start Team. This venue will also allow vendors to ask any questions concerning this project.

A bid guaranty or a cashier's check for \$75,000 for each zone bid (\$750,000 maximum), must be submitted with the bid. Please note: cashier' check must be payable to Treasurer, City of Flint.

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

### INSTRUCTIONS TO VENDORS

- 1) **PRE-BID INFORMATION AND QUESTIONS:** Each proposal that is timely received will be evaluated on its merit and completeness of all requested information. In preparing proposals, Bidders are advised to rely only upon the contents of this Request for Proposal (RFP) and accompanying documents and any written clarifications or addenda issued by the City of Flint. If a Bidder finds a discrepancy, error or omission in the RFP package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Bidders. **THE CITY OF FLINT IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.**
- 2) **RFP MODIFICATIONS:** The City of Flint has the right to correct, modify or cancel the RFP, in whole or in part, or to reject any proposal, in whole or in part, within the discretion of the City of Flint, or their designee. If any such changes are made, all known recipients of the RFP will be sent a copy of such changes. If any changes are made to this RFP document by any party other than the City of Flint, the original document in the City of Flint's files takes precedence.
- 3) **BID SUBMISSION:**
  - a) The Bidder must include the following items, or the bid may be deemed non-responsive:  
i.e. All forms contained in this RFP, fully completed.
  - b) Proposal must be submitted to the Purchasing Department, City of Flint, 1101 S. Saginaw Street -Room 203, Flint, Michigan 48502 by the date and time indicated as the deadline. The Purchasing Department's time stamp will determine the official receipt time. It is each Bidder's responsibility to insure that its bid is time stamped by the Purchasing Department by the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Bids will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. Local Time, Monday through Friday, legal holidays as exception.
  - c) Proposals must be enclosed in a sealed, non-transparent envelope, box or package, and clearly marked on the outside with the following: RFP Title, RFP Number, Deadline and Bidder's name.
  - d) Submission of a proposal establishes a conclusive presumption that the Bidder is thoroughly familiar with the Request for Proposal (RFP), and that the Bidder understands and agrees to abide by each and all of the stipulations and requirements contained therein.
  - e) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the bid.
  - f) Proposals sent by email, facsimile or other electronic means will not be considered unless specifically authorized in this RFP.
  - g) All costs incurred in the preparation and presentation of the proposal are the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder. All documentation submitted with the proposal will become the property of the City of Flint.
  - h) Proposal must be held firm for a minimum of 120 days.
  - i) Term - Contract and/or all other procurement documents shall be effective until completed to the satisfaction of the City of Flint. The City of Flint reserves the right to cancel or not renew all or any part of the procurement agreement/contract at any time.

- 4) **EXCEPTIONS:** Bidder shall clearly identify any proposed deviations from the Terms or Scope in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the Bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Bidder's proposal, the City of Flint will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly. Proposals not meeting all requirements may be rejected.
- 5) **DUPLICATE PROPOSALS:** No more than one (1) proposal from any Bidder, including its subsidiaries, affiliated companies and franchises will be considered by the City of Flint. In the event multiple proposals are submitted in violation of this provision, the City will have the right to determine which bid will be considered, or at its sole option, reject all such multiple proposal.
- 6) **WITHDRAWAL:** Proposals may only be withdrawn by written notice prior to the date and time set for the opening of bids. No proposal may be withdrawn after the deadline for submission.
- 7) **REJECTION/GOOD STANDING:** The City of Flint reserves the right to reject any or all proposals, or to accept or reject any proposal in part, and to waive any minor informality or irregularity in bids received if it is determined by the City of Flint, or their designee, that the best interest of the City will be served by doing so. No proposal will be considered from any person, firm or corporation in arrears or in default to the City on any contract, debt, taxes or other obligation, or if the Bidder is debarred by the City of Flint from consideration for a contract award.
- 8) **PROCUREMENT POLICY:** Procurement for the City of Flint will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City. The City of Flint and their officials have the vested authority to execute a contract, subject to City Council and Mayoral approval where required.
- 9) **BID SIGNATURES:** Proposals must be signed by an authorized official of the Bidder. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the City of Flint if the Bidder is determined to be the lowest Responsive and Responsible Bidder.
- 10) **CONTRACT AWARD/SPLIT AWARDS:** This contract will be awarded to the lowest responsive, responsible Bidder for each of ten (10) zones based on the criteria set in #44 below. A bidder may be awarded zero, one, multiple, or all zones. Therefore, award will be made to between zero and ten different vendors. The Bidder to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the bid, intent to recommend award of a contract, and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the bid if a separate Agreement is required to be executed. After a final award of the Agreement by the City of Flint, the Contractor/Vendor must execute and perform said Agreement. All bids must be firm for at least 120 days from the due date of the proposal. If, for reasons of refusal by the vendor/contractor, a contract is not executed with the selected Bidder within 14 days after notice of recommendation for award, then the City may recommend the next lowest responsive and responsible Bidder for that zone
- 11) **NO RFP RESPONSE:** Bidders who receive this RFP but who do not submit a bid should return this RFP package stating "No Bid" and are encouraged to list the reason(s) for not responding. Failure to return this form may result in removal of the Bidder's name from all bidder lists.

- 12) **FREEDOM OF INFORMATION ACT REQUIREMENTS:** Proposals are subject to public disclosure after the deadline for submission in accordance with state law.
- 13) **ARBITRATION:** Contractor/Vendor agrees to submit to arbitration all claims, counterclaims, disputes and other matters in question arising out of or relating to this agreement or the breach thereof. The Contractor's agreement to arbitrate shall be specifically enforceable under the prevailing law of any court having jurisdiction to hear such matters. Contractor's obligation to submit to arbitration shall be subject to the following provisions:
  - (a) Notice of demand for arbitration must be submitted to the City in writing within a reasonable time after the claim, dispute or other matter in question has arisen. A reasonable time is hereby determined to be fourteen (14) days from the date the party demanding the arbitration knows or should have known the facts giving rise to his claim, dispute or question. In no event may the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claim dispute or other matters in question would be barred by the applicable statute of limitation.
  - (b) Within fourteen (14) days from the date demand for arbitration is received by the City, each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person; the three together shall then serve as a panel in all proceedings. Any decision concurred by a majority of the three shall be a final binding decision.
  - (c) The final decision rendered by said arbitrators shall be binding and conclusive and shall be subject to specific enforcement by a court of competent jurisdiction.
  - (d) The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.
- 14) **BID HOLD:** The City of Flint may hold proposals for a period of one hundred twenty (120) days from opening, for the purpose of reviewing the results and investigating the qualifications of bidders prior to making an award.
- 15) **NONCOMPLIANCE:** Failure to deliver in accordance with specifications will be cause for the City of Flint and they may cancel the contract or any part thereof and purchase on the open market, charging any additional cost to the Contractor/Vendor.
- 16) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP:** Nothing contained in these documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
- 17) **ERRORS AND OMISSIONS:** Bidder is not permitted to take advantage of any obvious errors or omissions in specifications.
- 18) **INTERPRETATION:** In the event that any provision contained herein shall be determined by a court of competent jurisdiction or an appropriate administrative tribunal to be contrary to the provision of law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal having jurisdiction over this Agreement and the interpretation thereof, or the parties hereto, so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision.
- 19) **LAWS AND ORDINANCES:** The bidder shall obey and abide by all of the laws, rules and regulations of the Federal Government, State of Michigan, Genesee County and the City of Flint, applicable to

the performance of this agreement, including, but not limited to, labor laws, and laws regulating or applying to public improvement, local government, and its operational requirements.

- 20) **LOCAL PREFERENCE:** Vendors located within the corporate city limits of Flint, Michigan may be given a seven percent (7%) competitive price advantage. Additionally, if the lowest responsible vendor is not located within the limits of the City of Flint, but is located within the county of Genesee and vendor does not exceed the bid of the lowest non-local bidder by more than three and a half percent (3 ½ %), the County vendor may have a competitive advantage. City of Flint Business is defined as a sole proprietorship, partnership, limited partnership, limited liability company, or corporation whose primary place of business is located within the corporate limits of Flint, Michigan. Business must have made a personal property tax filing with a city or township treasurer within Genesee County within the last 12 months, or who has paid a real property tax assessment to a city or township treasurer within the City within the last 12 months.
- 21) **MATERIAL WORKMANSHIP AND STANDARDS OF PERFORMANCE:** The bidder agrees to exercise independent judgment and to complete performance under this Agreement in accordance with sound professional practices. In entering into this Agreement, the City is relying upon the professional reputation, experience, certification and ability of the bidder. The bidder agrees that all of the obligations required by him/her pursuant to this Agreement shall be performed by him/her or by others employed pursuant to this Agreement shall be performed by him/her and working under his direction and control. The continued effectiveness of this Agreement during its term or any renewal term shall be contingent, in part, upon the bidder maintaining his/her operating qualifications in accordance with the requirements of federal, state and local laws. All materials furnished must be new, of latest model and standard first grade quality or best workmanship and design, unless otherwise expressly specified. Bidder, if required, must furnish satisfactory evidence of quality materials; offers of experimental or unproven equipment may be disregarded.
- 22) **MODIFICATIONS/CHANGES/PRICE VARIATIONS:** Any modification to this agreement must be in writing and signed by the authorized employee, officer, board or council representative authorized to make such modifications pursuant to the State law and local ordinances. Commodities subject to market price variation shall be considered on all term agreements subject to a 30-day advance written notification from the vendor. Such notice must be substantiated by a written price change from the manufacturer and shall be required for both price increases and decreases.
- 23) **NON-COLLUSION:** The bidder acknowledges that by signing this document that he/she is duly authorized to make said offer on behalf of the company he/she represents and that said bid is genuine and not sham or collusive and not made in the interests or on behalf of any person not therein named, and that he/she and said bidder have not directly induced or solicited any other person(s) or corporation to refrain from responding to this solicitation and that he/she and said bidder have not in any manner sought by collusion to secure to himself/herself and said bidder any advantage over any other bidder.
- 24) **NON-DISCRIMINATION:** Pursuant to the requirements of 1976 P.A. 453 (Michigan Civil Rights Act) and 1976 PA. 220 (Michigan Handicapped Rights Act), the local unit and its' agent agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a handicap that is unrelated to the person's ability to perform the duties of nondiscrimination provision identical to this provision and binding upon any and all contractors and subcontractors. A breach of this covenant shall be regarded as a material breach of this contract.

- 25) **SUBCONTRACTING:** No subcontract work shall be started prior to the written approval of the subcontractor by the City. A list of possible subcontractors shall be submitted with the bid. The City reserves the right to accept or reject any subcontractor.
- 26) **WAIVER:** Failure of the City to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.
- 27) **JURISDICTION OF OMBUDSMAN:** Any person, business or other entity submitting a bid or bid in response to a request by the City consents to be subject to the jurisdiction of the Ombudsman of the City of Flint and to comply with the respective Charter provisions governing the Ombudsman's duties, jurisdiction and powers.
- 28) **PREVAILING WAGE:** The successful bidder providing any contractual labor services must comply with all state and federal requirements and pay wages and fringe benefits as governed under the Davis Bacon Act.
- 29) **CITY INCOME TAX WITHHOLDING:** Contractor and any subcontractor engaged in this contract shall withhold from each payment to his employees the City income tax on all of their compensation subject to tax, after giving effect to exemptions, as follows:
- (a) Residents of the City:  
At a rate equal to 1 % of all compensation paid to the employee who is a resident of the City of Flint.
  - (b) Non-residents:  
At a rate equal to 1/2% of the compensation paid to the employee for work done or services performed in the City of Flint.
- These taxes shall be held in trust and paid over to the City of Flint in accordance with City ordinances and State law. Any failure to do so shall constitute a substantial and material breach of this contract.
- 31) **CONTRACT/PROCUREMENT DOCUMENTS:** The invitation for bids, instructions to bidders, bid, affidavit, addenda (if any), statement of bidder's qualifications (when required), general conditions, special conditions, performance bond, labor and material payment bond, insurance certificates, (if required), technical specifications, and drawings, together with this agreement, form the contract, and they are as fully a part of the contract as if attached hereto or repeated herein.
- 32) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP WITH SUBCONTRACTORS:** Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
- 33) **EFFECTIVE DATE:** Any agreement between the City and the contractor shall be effective upon the date that it is executed by all parties hereto.
- 34) **FORCE MAJEURE:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue.

- 35) **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Flint, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Flint, including the Project Manager, against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Flint, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Flint, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which may arise as a result of Contractor's acts, omissions, faults, and negligence or that of any of his/her employees, agents, and representatives in connection with the performance of this contract. Should the Contractor fail to indemnify the City in the above-mentioned circumstances, the City may exercise its option to deduct the cost that it incurs from the contract price forthwith.
- 36) **INDEPENDENT CONTRACTOR:** No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Contractor is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Contractor is not entitled to any benefits not otherwise specified herein.
- 37) **NO THIRD-PARTY BENEFICIARY:** No contractor, subcontractor, mechanic, material man, laborer, vendor, or other person dealing with the principal Contractor shall be, nor shall any of them be deemed to be, third-party beneficiaries of this contract, but each such person shall be deemed to have agreed (a) that they shall look to the principal Contractor as their sole source of recovery if not paid, and (b) except as otherwise agreed to by the principal Contractor and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and such person, each such person shall be deemed to have waived in writing all rights to seek redress from the City under any circumstances whatsoever.
- 38) **NON-ASSIGNABILITY:** Contractor shall not assign or transfer any interest in this contract without the prior written consent of the City provided, however, that claims for money due or to become due to Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- 39) **NON-DISCLOSURE/CONFIDENTIALITY:** Contractor agrees that the documents identified herein as the contract documents are confidential information intended for the sole use of the City and that Contractor will not disclose any such information, or in any other way make such documents public, without the express written approval of the City or the order of the court of appropriate jurisdiction or as required by the laws of the State of Michigan.
- 40) **RECORDS PROPERTY OF CITY:** All documents, information, reports and the like prepared or generated by Contractor as a result of this contract shall become the sole property of the City of Flint.
- 41) **SEVERABILITY:** In the event that any provision contained herein shall be determined by a court or administrative tribunal to be contrary to a provision of state or federal law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision. The invalidation of one or more terms of this contract shall not affect the validity of the remaining terms.
- 42) **TERMINATION:** In the event of a failure by Contractor to perform any material provision of this Contract, the City or DEQ shall give written notice of such breach to the Contractor. The City may allow up to five (5) days (the "cure period") to correct such a breach. City may terminate this Contract after such cure period if Contractor has not adequately corrected such breach in accordance with this Contract and City so notifies Contractor in writing of such termination

action. At such time, City shall pay Contractor only all charges and fees for the services performed on or before such termination date. Thereafter, in the event such termination, City, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, and procure the services of another contractor to complete the work covered under this contract. If a cure period is allowed, it will not negate any liquidated damage charges resulting from the contractor failing to meet the completion date.

In the event of a failure by City to perform any material provision of this Contract, the Contractor shall give written notice of such breach to the City along with at least five (5) days (the "cure period") to correct such breach. Contractor may terminate this Contract after such cure period if City has not adequately corrected such breach in accordance with this Contract and Contractor so notifies City in writing of such termination action. At such time, City shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

In the event a Court of competent jurisdiction enters an order holding that this Contract is invalid, illegal, or unenforceable, then either party may terminate the Contract. At such time, City shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

- 43) **TIME PERFORMANCE:** Contractor's services shall commence after receipt of the notice to proceed and shall be carried out per the specifications of this document.
- 44) **EVALUATION OF BIDS:** In the City's evaluation of proposals, at minimum; firm's written proposal, the qualifications of the firm, the overall fee structure, feedback from references, and all requirements set forth in this document shall be considered as selection and award criteria unless otherwise as specified. The City reserves the right to enter into negotiations with the selected vendor for further clarification, even though these negotiations may result in minor changes to specifications and pricing.
- 45) **FURNISHING OF BONDS:** Contractor shall furnish to the City at his or her own cost, performance and payment bonds in the amount of the contract price insuring that it shall fulfill all of the provisions of the contract documents, shall satisfactorily complete the Work, and shall make prompt payment to all persons furnishing material or labor required in prosecution of the Work as required by law. Bonds must be issued by a surety company. Contractor's bonds shall be accompanied by powers of attorney authorizing execution of behalf of the surety and Contractor, and must be countersigned by a duly authorized Michigan agent of the surety. Selected Contractors will have the option of bonding the full amount of their award or a partial segment (zone) of their award. If Contractor elects to segment their bonding, Contractor must obtain approvals for the previous bonded work and initiate a new bond for the next segment (or zone). This process will be repeated until contract is complete. Refer to section entitled "Scope of Work" #4 for additional information. The performance and payment bond contract price shall be established as \$ (Zone Price Bid for  $\frac{3}{4}$ ) x 60 x (# of locations -  $\frac{1}{2}$  or all of zone).
- 46) **AMERICAN IRON AND STEEL (AIS) REQUIREMENTS:** The Contractor acknowledges to and for the benefit of the city of Flint ("Purchaser") and the Michigan Department of Environmental Quality (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the State Revolving Fund and/or the Drinking Water Revolving Fund and such law contains provisions commonly known as "American Iron and Steel (AIS)," that requires all iron and steel products used in the project be produced in the United States ("AIS Requirements") including iron and steel provided by the Contractor pursuant to this Agreement. The Contractor



hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the AIS Requirements, (b) all iron and steel used in the project will be and/or have been produced in the United States in a manner that complies with the AIS Requirements, unless a waiver of the requirements is approved or the State made the determination in writing that the AIS Requirements do not apply to the project, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the AIS requirements, as may be requested by the Purchaser. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

- 47) **INSURANCE REQUIREMENTS:** The Contractor shall notify all insurance agents and companies retained by the Contractor that these insurance requirements shall be included in any Agreement between the Contractor and the City of Flint. The Contractor shall purchase and maintain, at its sole expense and as long as it is providing services to the City, the following insurance coverage:

Commercial General Liability – Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

Minimum Limits:

- \$1,000,000 per occurrence/\$2,000,000 general aggregate
- \$2,000,000 aggregate for products and completed operations
- \$1,000,000 personal and advertising injury

Automobile – Michigan "no-fault" coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

Minimum Limits:

- No-fault coverages – statutory
- \$500,000 per person/\$1,000,000 per accident – bodily injury
- \$500,000 per occurrence – property damage
- A combined single limit of \$1,000,000 per occurrence

Workers' Compensation and Employer's Liability– Statutory coverage or proof acceptable to the City of approval as a self-insurer by the State of Michigan.

Minimum Limits:

- Workers' Compensation – statutory
- Employer's Liability - \$100,000 each accident/\$100,000 disease – each employee

- \$500,000 disease – policy limit

Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Contractor or any of its subcontractors. Coverage shall be effective upon the date of the Agreement and shall remain effective for a period of three (3) years after the date of final payment thereunder. Such coverage shall be endorsed to include any subcontractors hired by the Contractor.

Minimum Limits:

- \$1,000,000 per occurrence, \$1,000,000 annual aggregate

Insurance coverage shall cover all claims against the City of Flint, its officials and employees, arising out of the work performed by the Contractor or any subcontractors under the Agreement. Should any work be subcontracted, it shall be the responsibility of the Contractor to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Contractor shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to the City. All insurance companies must maintain a rating of B+, VIII or better from A.M. Best Company. Certificates of insurance with a thirty-(30) day cancellation clause shall be filed with and approved by the City at least five (5) days in advance of commencing work under the Agreement. Cancellation, material restriction, non-renewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the City.

The City reserves the right to request a complete certified copy of the policies for the above coverage's.

Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with the Agreement or any amendments thereto.

Depending on the subject matter of the transaction, the City may require other insurance coverage in addition to the coverage's contained herein.

**Proposal Submission**

Release date: Thursday, January 12, 2017 by 5:00 PM (EST)

Proposal Due Date: Thursday, February 2<sup>nd</sup>, 2017 by 3:00 PM (EST)

Submit to City: 1 printed, signed, original proposal and signed addenda,  
1 copy of all submitted documents  
1 unbound copy of proposal.

Send to:  
City of Flint  
Department of Purchases & Supplies  
1101 S. Saginaw St., Rm. 203  
Flint, Michigan 48502

**Important Notice:**

Effective immediately upon release of this request for proposal (RFP), and until notice of contract award, all official communications from proposers regarding the requirements of this RFP shall be directed to:

Derrick F. Jones 810 766-7340 djones@cityofflint.com

The City, or designee, shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this RFP. An addenda to this RFP may be developed and shared with all Vendors. Any other information of any kind from any other source shall not be considered official, and proposers relying on other information do so at their own risk.

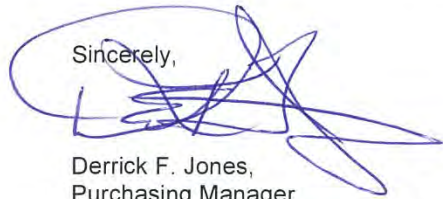
#### Anticipated Timeline Overview

Listed below are specific and estimated dates and times of actions related to this request for proposal (RFP). The actions with specific dates must be completed as indicated unless otherwise changed. In the event that it is necessary to change any of the specific dates and times in the calendar of events listed below, an addendum to this RFP will be issued.

Milestone	Timeframe
RFP issuance and release	Thursday, January 12, 2017 after 3:00 PM
RFP posted to City's website	Thursday, January 12, 2017 after 5:00 PM
Submission of questions concerning RFP from potential vendors	Friday, January 20, 2017 before 5:00 PM
Place Ad in Newspaper, periodicals	Ad will run on Sunday, January 15, 2017
Mandatory Pre-bid meeting	Monday, January 23, 2017 @ 10:00 AM
Final Deadline to submit questions concerning proposal or information discussed during the pre-bid meeting.	Tuesday, January 24, 2017 by 5:00 PM
City to issue an addendum to respond to any questions received and any outstanding issues.	No later than Friday, January 27, 2017
Proposal Due Date	Thursday, February 2, 2017 before 3:00 PM (EST)
Review of proposals	February 2-9, 2017
Submit selected vendor(s) to City Council for review	Thursday, February 16, 2017 (Committee Meeting), Monday, February 27, 2017 (Council Meeting)
If approved by City Council, selected vendors will be presented to RTAB for review	March 8, 2017

Any written questions regarding this project shall be directed to Derrick Jones @ [djones@cityofflint.com](mailto:djones@cityofflint.com) using the subject title of "RFP 17-560 - Question." Questions may be submitted before Wednesday, January 18, 2017 before 5:00 PM (EST), and responses will be addressed at the Pre-bid meeting that will take place on Monday, January 23, 2017. Any questions that cannot be answered during the pre-bid meeting, will be addressed in the addendum that will be issued no later than Friday, January 27, 2017.

Sincerely,



Derrick F. Jones,  
Purchasing Manager  
Department of Purchases & Supplies

## INTRODUCTION

### **Information about the City of Flint**

The City of Flint (the City, or COF), incorporated in 1855, is located in the eastern part of the State of Michigan. The City currently occupies a land area of 32.8 square miles and serves a population of 111,475 (2010 Census Estimate). The City is empowered to levy a property tax on both real and personal properties located within its boundaries, as well as a 1% income tax for those who live within the City limits, or .5% for those who only work within the City limits. The City does not collect a fee from its residents; however, a three percent (3%) millage is assessed on properties within the City's boundaries.

The City has operated under the strong mayor- Council form of government since November 4, 1975, when the present charter was adopted. Legislative authority is vested in a City Council consisting of nine members elected for a four-year term (no term limits), from each of the nine wards in the City. The City Council is responsible for passing ordinances, adopting the annual budget, approving resolutions, appointing committees, and other responsibilities as outlined in the City's Code of Ordinances. The Mayor is an elected official who serves as the chief executive officer of the City for a four-year term, in which he/she may be re-elected for additional terms. The Mayor may appoint a City Administrator to handle the day-to-day-operations for the municipality. On November 29, 2011, the governor of Michigan appointed an emergency manager, pursuant to Public Act 4 of 2011, to handle all of the day-to-day operations for the City. Considerable progress was made in reducing the deficit, whereas by June 30, 2015 a positive fund balance was realized. As a result of many financial achievements of the City, Governor Snyder has declared that the City's financial emergency has been resolved. With oversight from a receivership transition advisory board (RTAB), City operations have returned have been partially returned to the Mayor and Charter-designated leaders.

### **Water Line Replacement Project**

An analysis of service lines has been performed for the City and it has been determined that there is a need to replace said service lines in different areas of the City. The focus of the replacement will be in neighborhoods with the greatest density of lead and galvanized service lines. Replacement of these service lines has been determined to be the best remedy in restoring the integrity of the drinking water system.

It is most recently estimated that there could be as many as 29,100 non-copper (partial or full) water service lines in the City of Flint. Approximately 22,500 of these could be to occupied parcels. This data will be continuously updated for later phases of service line replacement.

The City has received funding from the State and Federal Government for this project. Please note that contractors will have to comply with state and federal terms and conditions that are included in this proposal as articulated in Exhibit E. Contractors must review, comply, complete, and submit the appropriate documents that are included in this exhibit.

This RFP is for the fourth phase of service line removal which will include the removal and replacement of lead and galvanized service lines to as many homes as possible, with the goal to replace as many lead and galvanized lines as possible prior to the end of 2017. The City has designated the areas for service line replacement based upon a combination of the criteria discussed above – as well as census data and water sample results.

The City will continue to validate the accuracy of the City Water Department records on the composition of the residential service lines as well as gain further needed knowledge on the depth of the lines, soil composition, age of homes most likely to have a lead service line, the methods used for original line installation, the effects of the corrosivity on service lines, and to better assess the method and costs of service line replacement. Thus, successful bidders will be required to cooperate in data collection on all replacement locations.

### **Scope of Work**

#### **Requested Services**

The City is seeking a General Contractor, or the like, that has at least five (5) years' worth of experience in replacing service lines in order to perform the replacement of service lines to various residential homes/buildings located within the City of Flint. The selected vendor will have a designated individual who will perform as a "project manager," or like, in which the City will provide direction and receive timely updates as to vendor's progress on this project. This project work shall consist of replacing service lines by excavating streets and/or yard areas, removing existing lines, installing copper water service lines, extending service lines into the interior of houses, patching pipe penetration, and temporary restoration. . Vendors should be capable of installing water service lines using trenchless technology and equipment. Vendors may submit proposals that utilizes a different methodology as described in this RFP, however, said methodology will have to be approved by the City and the vendor will have to articulate the full process in which they will install service lines within their proposal. If vendors are awarded a contract and are seeking to expand their workforce to accommodate the contract, the City encourages hiring and training (i.e. an apprentice program) residents that reside within the City's corporate limits in order to fulfill the vendor's requirements.

1. **Requirement** - All project installation work shall be completed in conformance with the general conditions and construction specifications established by the City of Flint, Michigan Department of Transportation (MDOT) and any other provisions established herein.
2. **Utilities** - The selected Contractor shall be responsible for obtaining utility locations from the MISS DIG System. Contractor shall be responsible for conducting an evaluation to assess the nature, depth and location of all sewer mains and laterals. If the contractor uses an installation method that requires the exposing of utilities, the contractor shall solely be responsible for the cost of the excavation, hand digging, and backfilling – regardless of the location of the utility. If the utility is located in a paved area, the contractor shall backfill to grade according to City of Flint standards (included). The City, or a designated contractor, will complete the paving work.
3. **Subcontractors** – The Contractor shall submit a list of all subcontractors that may be used on the project to assist with project work. The City will certify that they have checked SAM.gov to ensure no contractors are on the federal debarment/suspension list. All subcontractors must be approved by the City, and the City reserves the right to accept or reject any subcontractor.
4. **Contract Time** - The Contractor shall begin work immediately after receiving the notice to proceed from the City. Along with the notice to proceed, the City will provide a list of approximately half of the zone's total locations. The contractor shall complete all line replacements of said locations at an average pace of 4.5 locations per work day. If a contractor is awarded multiple zones, a timeline shall be maintained separately for each zone, beginning with the notice to proceed for that zone, and a pace of 4.5 locations per work day shall be performed for each zone. Work day shall be considered Monday-Friday excluding all City of Flint holidays.

Construction work will not be allowed on Saturday or Sunday without approval from the COF Water Services Dept, Streets Dept, and BSI Department (if a plumbing permit was necessary). Any cost incurred for overtime utilized to stay on schedule will be at the contractor's expense.

Locations may be removed by the City of Flint if new information deems replacement at those addresses impossible or unnecessary. The contractor will be notified by the City as soon as that information is available. The City may offer replacement addresses in the same vicinity.

The City may also add locations if new information deems a replacement is necessary. Once the first half of a zone has been completed, the contractor may continue with the second half if a full performance bond has been posted (See "Instructions to Vendors – Item #45). If the contractor has only posted a performance bond for half of the zone work, the contractor must obtain all required approvals for the completed work, and initiate a new bond for the second half prior to commencing work on the next half. A second notice to proceed will be issued, after receipt of the new bond, for the second half of the zone. All requirements stated above regarding the first half shall apply to the second half.

5. **Liquidated Damages** – Liquidated damages will be assessed for failure to meet the above schedule. Liquidated damages of \$1,550 will be assessed per work day (Monday-Friday) after the contract completion work days (as calculated by the number of locations divided by 4.5) has expired. Liquidated damages will be assessed upon completion of each half of the total zone addresses. Each half zone will be considered separately.  
Time extensions will only be granted for delays not caused by the Contractor or the Contractor's methods. Time extensions shall also not include standard construction delays such as utility issues, problems locating facilities, lack of coordination with residents due to the contractor, or a delay of up to an hour for City Inspection. The contractor shall maintain a log of all other delays and shall submit the list by email no later than 72 hours after the end of each work week. Upon verification and approval by the City, the time will be added as a work day extension in increments of 1/8 day. Delay shall also be divided by the total number of crews working in each zone.
6. **Resident Communication/Permission** – The City will provide a general communication piece for the residents as it relates to what the project entails, along with a copy of a consent agreement that will be executed by the home owner. Vendor will have to communicate with awarded neighborhoods and residents to provide this information and to obtain the required signatures. Vendor is to inform residents of the work that will be performed along with a time frame in which a resident's home will undergo construction. The vendor will allow adequate time to provide the property owner and/or resident five (5) calendar days advance notice of the day work is to occur on their property. Notification of water shutoff shall also be provided to the resident on the morning of the day work is to be performed. Information disseminated to residents must reflect any instructions that will have to be performed by the homeowner (resident) during and after the construction.
7. **Coordination of Work with City Representatives** – Contractor will be responsible for notifying designated individuals at the City of Flint Streets, Water Services and BSI departments, as well as the designated City project manager. The Water Services Dept intends on installing new water meters at the time of replacement. This labor will be performed by City crews.
8. **Suspension of Operations** - The City or DEQ can suspend operation of work without cost to the City/DEQ if the Contractor has failed to correct unsafe conditions, failed to carry out provisions of the contract, conditions deemed to be in the public interest, when

City has determined that additional excavations in needed prior to installation of service lines, and when quality or quantity of work being performed is not in adherence to the project specifications or schedule.

9. **Permits** – Vendor will be responsible to obtain any required permits prior to commencing work – including the excavation permit, street cut permit, water services permit and the plumbing permit (if needed – any movement of the meter or an alteration/extension beyond the meter will require a plumbing permit). **NO PERMIT FEES WILL BE CHARGED TO THE CONTRACTOR** for required work on this contract. A certificate of approval from the Water Services Dept will be required prior to payment for any location. Approvals from the Streets Dept and any Plumbing Permits will be required prior to retainer release.
10. **Contract Work Schedule and Project Coordination** – Vendor shall be responsible for coordinating and scheduling all project work to avoid conflicts with other construction activities occurring in and near project areas. The contractor will also be required to coordinate with government or university representatives taking water and/or pipe samples, and COF Water Services who will install new meters.
11. **Traffic Control** - Contractor shall be responsible for the placement, maintenance, and removal of all traffic control signs, barricades and fencing necessary to protect the public and residents from injury. No work shall be allowed after sunset without proper lighting and clothing per the current MMUTCD and MDOT Specifications for Construction. Work after sunset is at the contractor's expense and shall be completed by 8pm. Any work on major streets will require a work zone traffic control set-up, and must be coordinated with City representative Rod McGaha. You may contact Mr. McGaha @ 810-766-7135 then press 8.  
Whenever small openings such as “window cuts” are made in a road pavement that must remain open to traffic during the time there is no work activity, they shall be covered with steel plates. The steel plates shall be of adequate size and thickness (minimum ¾”) to support all legal axle loads and shall overlap existing pavement by at least two feet on all sides of the hole.
12. **Service Line Installation Procedures** – Non-standard (lead and galvanized iron pipe) water service lines may exist between the watermain and curb box; or between the curb box and water meter located inside the house (or in a meter pit outside of the house/building). In other instances, the entire water service line from water main to meter may consist of non-standard materials. Contractors will perform the work as follows:

**Pre-construction Procedures**

- a) \_\_\_\_\_ Contact Property Owners and Residents as stated above. Obtain Private Property Consent for access. Prior to conducting any construction work, the contractor is to document asking the homeowner what appliances and fixtures have water connections and explain that those items need to be properly flushed out with any sediment catching devices removed (filters, aerators, etc.). The flushing is to be performed by the contractor, and the contractor shall document that the flushing was performed properly and filters, aerators, etc. were replaced after completion. For partial replacements where homeowner permission was not granted, the contractor is to leave instructions stating the above information for the property owner and document when and where the information was delivered. All documentation shall be submitted to the City on a regular basis.
- b) \_\_\_\_\_ Obtain Water Service Replacement Permits (No Charge)
- c) \_\_\_\_\_ Submit Indemnification Insurance Certificates to the City of Flint – Finance Department

- d) \_\_\_\_\_ Notify City of Flint – Department of Transportation – Traffic Engineering, a minimum of 3 working days of Temporary Maintaining of Traffic Plans for streets affected by water service replacements. Also notify Department of Water Services, and Department of Building Safety and Inspection.
- e) \_\_\_\_\_ Notify Miss Dig 72 hours prior to construction.
- f) \_\_\_\_\_ Provide video of outside property and house interior (vicinity of meter) prior to start of construction.
- g) \_\_\_\_\_ Provide video of the sewer lateral from main to building prior to start of construction.
- h) \_\_\_\_\_ Provide a communication plan for all awarded areas.
- i) \_\_\_\_\_ Contact the DEQ or the water sampling agency at least five days prior to replacement, so water sampling can be done.

\*\* A procedure for watermain emergency work will be provided to the contractor. All valve turning and watermain work shall be completed by the COF Water Services Dept.

### **Construction Procedure**

#### **Typical Site (residential home on residential street) Procedure/Specification:**

\*\* The contractor shall be responsible to assure all valves serving the house/building are turned off to prevent particles from entering the water system. No segment of the water service line shall be used for water service until all non-standard segments are replaced.

- a) \_\_\_\_\_ Locate starting excavation area per location (Watermain or Curb Stop)  
Water Services will mark the water infrastructure to the best of their ability. It is the contractor's responsibility to trace and locate the curb stop/box and watermain connection. In most cases, these connection locations may not be clearly apparent without investigation. No additional payment will be made for locating work.
- b) \_\_\_\_\_ Excavate to identify water service material
- c) \_\_\_\_\_ If lead or galvanized material is identified, replace the service line segment, curb stop with box, and connections. If a ¾" or 1" corporation is in good, working order – the contractor is to use the same corporation. On larger lines, the corporation is to be re-tapped and the Contractor shall seek guidance from the COF Water Service Center. All connections shall be per the Plumbing Code. See Appendix #3 for a list of Specified materials and Approved Parts. Replacement lines shall be ¾" Type K Copper. If a service larger than 1" is found, notify the Water Services Dept. for a replacement size decision. Water services are to be installed a minimum 48" below the surface and shall be 60" below roadways. Water services need to be at 90 degrees to curb stop and corporation connections, no curving or looping of copper at any location along the alignment of the new water service being installed. There shall be no other joints or connections between the watermain and curb stop, or curb stop and meter. If work is required on water main, it shall be completed by City of Flint Water Service Center personnel only.



- d) \_\_\_\_\_ If lead or galvanized material is identified in a segment not intended to be replaced, notify the City immediately.
- e) \_\_\_\_\_ Water service lines shall be perpendicular to buildings and main having no curves between building and main (preferred, if possible). Trenchless installation of water services using push bores, directional drilled, cable method and other approved methods shall use standard, approved construction methods. The contractor shall submit a boring plan detailing equipment, materials and procedure to be used prior to beginning work. Contractor will be responsible for approved repair to any damaged utility facilities at no additional cost to the contract.
- f) \_\_\_\_\_ All excavations necessary to complete the water service replacement (under roadways, curbs, driveways, approaches, and sidewalks must follow the attached utility trench details to at least 95% of the materials maximum density. All such excavations shall be capped off with a minimum of 8" of 23A limestone aggregate in the thickness under sidewalks, driveways, and approaches. A minimum of 12" of 23A limestone is required under all roadways and curb lines. These temporary restorations will be maintained by the vendor until the City has performed the final restoration. The vendor will be responsible for maintaining these areas for a maximum of 30 calendar days.
- \_\_\_\_\_ All excavations with the lawn/green belt areas are to be backfilled with the excavated material, well graded and free of any debris. These excavations will be filled to the level of the adjacent ground and left smooth. Final restoration will be performed by the City or a designated contractor.

#### **Post-Construction Items**

- a) \_\_\_\_\_ All joints, fittings and valve connections shall be exposed during a test period. The vendor will contact the City (the Water Service Center) in order for an inspection to be performed to ensure that work has been done correctly and to properly record the work for the City's annals. All newly installed service lines shall be flushed for at least two (2) minutes and pressure tested in accordance with the City of Flint specifications. Testing shall consist of installing a pressure gauge on the water service line to normal water main pressure. The test is run for five (5) minutes, and if there is no loss in pressure during the period, the service line will be considered as having passed the pressure test. The contractor shall locate and repair service lines which do not pass the pressure test.
- b) \_\_\_\_\_ After reconnection of the service line, flushing protocol will commence by running an outside faucet for a period of at least fifteen minutes to further flush any foreign material from the service line, and then flushing of all taps for at least fifteen minutes. Vendor will advise resident to continue to use filter for a period of until further notice.
- c) \_\_\_\_\_ All work on replacing water service is completed, including "temporary" restorations in paved areas and permanent restoration in green areas.

- d) \_\_\_\_\_All documents related to replacing the water service line have been completed. A website link will be provided to the Contractor which will bring up a form to be completed. Minor additional documentation may be required for invoicing.
- e) \_\_\_\_\_All documents provided to all necessary agencies including the City of Flint Water Service Center.
- f) \_\_\_\_\_Provide video of the sewer lateral from main to building to ensure the sewer line was not damaged.
- g) The contractor shall conduct an inspection of the internal plumbing to determine potential impacts on fixtures due to the replacement work. This inspection will be documented.
- h) \_\_\_\_\_ Proper inspections must be performed by City Departments (BSI, Street Maintenance, and Water Service Center)

13. **Meetings and Documentation** –Vendor will be required to submit daily reports documenting their work at each location. Vendor will also be required to participate in pre-construction meetings as needed to ensure all parties are in agreement.
14. **Standard Replacement Specifications** -\_Except for excavations necessary to expose the water main and curb box, service lines shall be installed by use of trenchless technology methods unless otherwise approve by the City of Flint. The preferred method for replacing lead services is the cable method, which involves the use of a cable placed inside the existing lead service line with the new replacement copper line attached on the other side. The cable is then pulled using a winch or backhoe bucket to remove the old service line while pulling in the new copper line. This process is used separately for the service line between the main and curb box and between the curb box and house. If the old service line cannot be removed by the cable method, the new service line would need to be installed by use of boring equipment.
- A. From Water Main to Curb Box (Public Partial)  
For non-standard service lines located between the water main and curb box, the vendor shall excavate the service line at two locations; at the water main, which is typically located beneath the street pavement, and at the curb box, typically located near the sidewalk. The old service line will then be disconnected at the water main and curb stop and a new copper service line is then installed. The new copper service line will then be connected to the old corporation valve on the existing water main using appropriate adaptors and fittings. Existing corporations are typically ¾” in diameter and transition fittings may be required for connection to the new service lines. If a standard service line (copper) exists between the curb box and house/building, the vendor will connect the new service line to the existing curb box after first flushing the new service line from main to curb box. The City is requiring that vendor replace the curb stop at these locations.
- B. From Curb Box to House (Private Partial)  
For non-standard lines located between the existing curb box and house, the vendor shall excavate and replace the curb stop/box, which is typically located near the sidewalk or property line. The water service line inside the house/building on the inlet side of the water meter shall also be disconnected by the vendor. The opening in the wall at the location where the service line extends through the foundation of the house/building shall then be enlarged by the contractor if necessary. The new copper service line will then be installed between the house and curb box. The vendor shall extend the new service line into the home/building and connect the line

to the water meter. If it is necessary to use boring equipment to install the service line, the boring equipment shall bore through the foundation/basement wall of structure and the old service line shall be abandoned on the inside of the basement wall by removing at least two (2) inches of the lead service lines from within the basement wall, filling the interior of the remaining pipe with mortar. If it becomes necessary for the vendor to excavate on the outside of the building foundation to facilitate installation of the water service line, such work shall be completed in a manner that causes the least amount of disruption to yard areas and other locations near the home/building. The vendor will contact the City (the Water Service Center) in order for an inspection to be performed to ensure that work has been done correctly and to properly record the work for the City's annals.

C. From Water Main to House (Full)

Where the entire water service line (water main to building) consist of non-standard materials, the vendor shall follow the installation procedures described above and also install a new curb stop valve and curb box near the sidewalk at a location approved by the City. The vendor will contact the City (the Water Service Center) in order for an inspection to be performed to ensure that work has been done correctly and to properly record the work for the City's annals.

D. Copper Service Line Found from Water Main to House

Where the entire water service line consists of standard materials (copper) from the main to the house, the vendor shall place a new curb box and restore the site to original conditions. The vendor will contact the City (the Water Service Center) in order for an inspection to be performed to ensure that work has been done correctly and to properly record the work for the City's annals.

In all cases, prior to reconnecting the water meter, the new service line shall be thoroughly flushed with sufficient water volume and velocity to remove all foreign material from within the pipe. If material within the pipe damages or plugs a customer's meter or service piping, the vendor shall be responsible for the cost of all repairs to the service line and related plumbing.

After reconnection of the service line, flushing protocol will commence by running an outside faucet for a period of at least fifteen minutes to further flush any foreign material from the service line, and then flushing of all taps for at least fifteen minutes. Vendor will advise resident to continue to use filters until further notice.

**15. Unusual Replacement Situations -**

- A. In the event that a shared service line is discovered, the Contractor shall place separate service lines to each home and shall be paid separately for each service line.
- B. In the event that an abandoned house lead is encountered, the Contractor shall cut and cap the service line to the abandoned house at the main. The Contractor shall note the abandoned home and the disposition in weekly reports.
- C. In the event that tree or tree roots prevent installation, a bid item for tree removal is included in this document. The bid item shall include all work necessary to eliminate the tree and roots from interfering with the installation, as well as the stump grinding or restoration necessary to bring the yard to a uniform grade. If a tree is an issue, notify the Water Services Department for a decision on whether the tree should be removed or a relocated line shall be used prior to taking action.
- D. In the event that a partial service line is expected, but it is found that a full replacement is needed, the Contractor shall perform a full replacement at the proper bid item price.

- E. In the event that a line is excavated and found to be copper, the Contractor shall place a new curb box, backfill and restore the excavated area. A bid item is established to pay for this situation.
16. **Excavation** – Vendor shall furnish all labor, equipment and materials necessary to expose all necessary appurtenances to replace the existing water service line as directed. Except where otherwise approved by the City, vendor will saw cut pavement/curb/sidewalk to an appropriate dimension to carry out the appropriate repair, and the excavation and installation process shall be performed in a manner to allow placement of the new service line at a final cover depth of (five) 5 to (six) 6 feet below finished grade regardless of the depth of the existing water service or water main. Pavement cuts are expected to be no larger than 10'x10', curb removals no more than 10' and sidewalk removals of no more than 2 flags. Excessive damage will not be tolerated and will be charged against the retainer. Larger removals necessary for safety shall be reviewed with City staff. The pavement sawcut shall be clean and square. If the sawcut edge is damaged during construction, it shall be re-sawcut upon construction completion. If excavated roads contain pavement bricks, the bricks shall be excavated in a manner that minimizes damage to the bricks. The bricks shall then be set in a safe location for City personnel to retrieve, and the Streets Department notified. No additional compensation will be granted for the salvaging of the bricks. Except where otherwise approved by the City, all excavations necessary to complete the water service replacement (under roadways, curbs, driveways, approaches, and sidewalks) must follow the utility trench details (see Appendix 1) to at least 95% of the materials maximum density. Compaction within the influence of water, sewer or storm lines shall be completed with a plate compactor. All such excavation shall be capped off to final grade with a minimum of 8" of 23A limestone aggregate in the thickness under sidewalks, driveways, and approaches. A minimum of 12" of 23A limestone is required under all roadways and curb lines. These temporary restorations will be maintained at the contractor's expense until the City has performed final restoration (up to 30 days). All excavations within the lawn/green belt areas are to be backfilled with the excavated material, well graded and free of any debris. These excavations will be filled to the level of the adjacent ground and left smooth. The City or a designated contractor will perform final restoration of lawn and green belt areas.
17. **Resident Courtesy** – The contractor, subcontractors, and all members of the construction crew shall continuously use all courtesies when working with the residents and their property. Such practices include, but are not limited to, using foot covers when inside the home, using electric saws, and performing dust control to minimize any air contamination. Contractors shall minimize property disturbance to the minimum necessary disturbance in order to complete the replacement work.
18. **Service Line Material** – Any service line material removed from the ground is City property and shall be given to Water Service personnel or delivered to a location specified by the Water Services Dept.
19. **Contaminated Soil** – If unknown areas of contaminated soils are encountered, the Contractor shall notify the DEQ and City. The Contractor shall share the plan of action for the contaminated soil area with the DEQ and City prior to implementation. Storage and disposal of contaminated soil shall be in accordance with all local, State and Federal solid and hazardous waste laws and regulations.
20. **Spills** – Contractors shall clean up all leaks and spills from containers and other items on or off site. Immediate containment shall be taken as necessary to minimize the effect of any spill or leak. The City shall notify the DEQ and City of the incident. Cleanup shall be in accordance with applicable Federal, State, and Local laws and regulations at no additional cost to the DEQ or City.

21. **Storage of Materials and Equipment** – Contractors shall make all arrangements and provisions necessary for the storage of materials and equipment. Materials and equipment shall be kept neatly and compactly stored in locations that will cause a minimum of inconveniences to other contractors, public travel, residents, tenants, occupants, and businesses. Replacement material shall be stored in a secured location. Selected Contractors will have to obtain permission from property owners in order to store materials and equipment.
22. **Cleanup of Soils, Waste, Rubbish, Debris, and Litter** – Contractor shall remove and dispose of any soils, waste, rubbish, debris, and litter in accordance with federal and state law and local ordinance.
23. **Safety** - Vendor(s) will furnish the City written detailed safety procedures that will be instituted to maintain selected vendor(s) and their subcontractor employee's safety on awarded job sites. The procedures should address the manner in which vendor will meet the following requirements:
  - A. Vendor will adhere to all safety procedures (or processes) that have been mandated by all applicable federal and state safety regulations, safe practice, using materials, tools and rigging of a safe character. Vendor shall strictly comply with these laws, rules, and regulations including, but not limited to, OSHA and MIOSHA requirements, including without limitation MIOSHA "Right to Know" obligations, Michigan Occupational Safety and Health Act of 1974, and shall provide documented evidence of compliance upon request.
  - B. Vendor shall provide and use all necessary guards, railings, barricades and other protective devices to permit a safe working environment for vendor's employees, other contractors in the area of work site, City employees, and the public.
  - C. The employees of the vendor shall wear the appropriate safety protective gear such as safety glasses, side shields, hearing protection, and any other gear deemed required to wear within construction site.
  - D. Vendor shall comply with OSHA and MIOSHA confined space requirements and procedures.
  - E. Vendor must make the City aware of safety violations or any injuries that have occurred on job sites.
  - F. Vendors shall wear an identifiable badge at all times. Entry into houses will be limited to authorized workers whose duties are to complete inside work.
24. **Warrant** – Vendor(s) warrants the Project will be habitable and constructed in a good and workmanlike manner and free from defects in material and workmanship for a period of one year following the date of completion

## **APPENDIX**

**Appendix 1 – City of Flint Backfill Requirements**

**Appendix 2 - A plan view sketch of service line replacement**

**Appendix 3 – Approved Parts List**

**APPENDIX 1**

**CITY OF FLINT BACKFILL REQUIREMENTS**

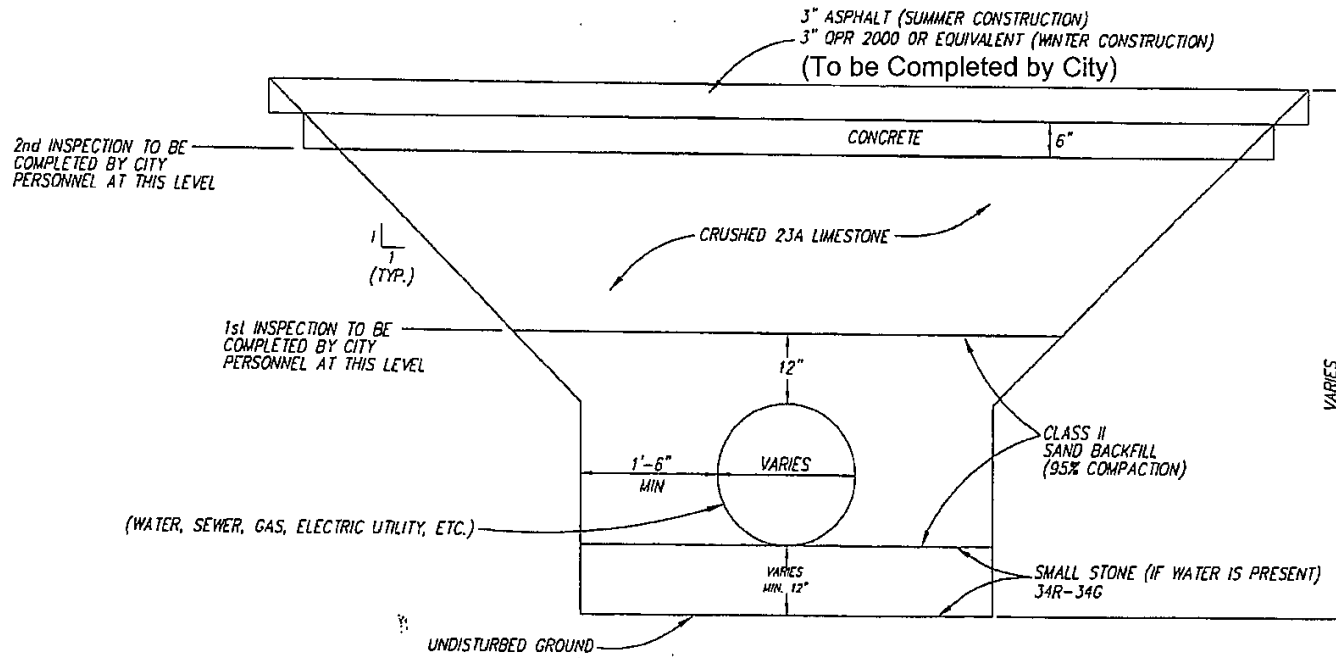
## Appendix 1 – City of Flint Backfill Requirements

### UTILITY TRENCH EXCAVATION (for repair/replacement of public or private utility)

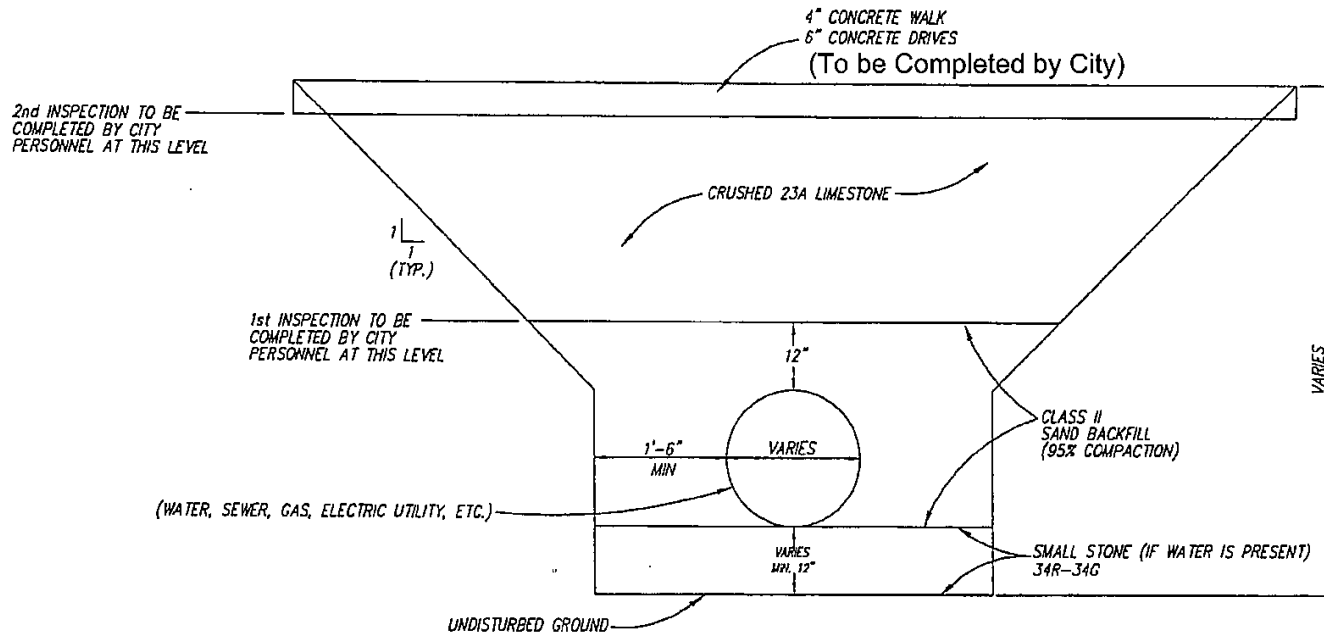
- Provide a safe working excavation by providing bracing (trench box, sheeting, etc.). If needed, cut back slopes to stable conditions.
- Clear excavation around utility to be repaired/replaced. Provide excavation to “good” piece of utility plus two (2) feet. Excavate to a minimum of twelve (12) inches below utility or sound material (judgment call in the field).
- If excavation is wet, attempt to pump it “dry” and stable. If it can’t be pumped “dry” place small stone (pea stone) in bottom of excavation up to bottom of utility.
- Complete utility repair/replacement.
- Place Class II sand backfill up both sides of utility. This shall be compacted in no more than twelve (12) inch lifts. If diameter of utility is less than twelve (12) inches, compact once backfill is at top of utility. Continue with class II material until twelve (12) inches above utility.
- Place crushed 23A limestone to within approximately nine (9) inches (winter construction) or three (3) inches (summer construction) of finish grade.



## UTILITY TRENCH DETAIL UNDER ROADWAY

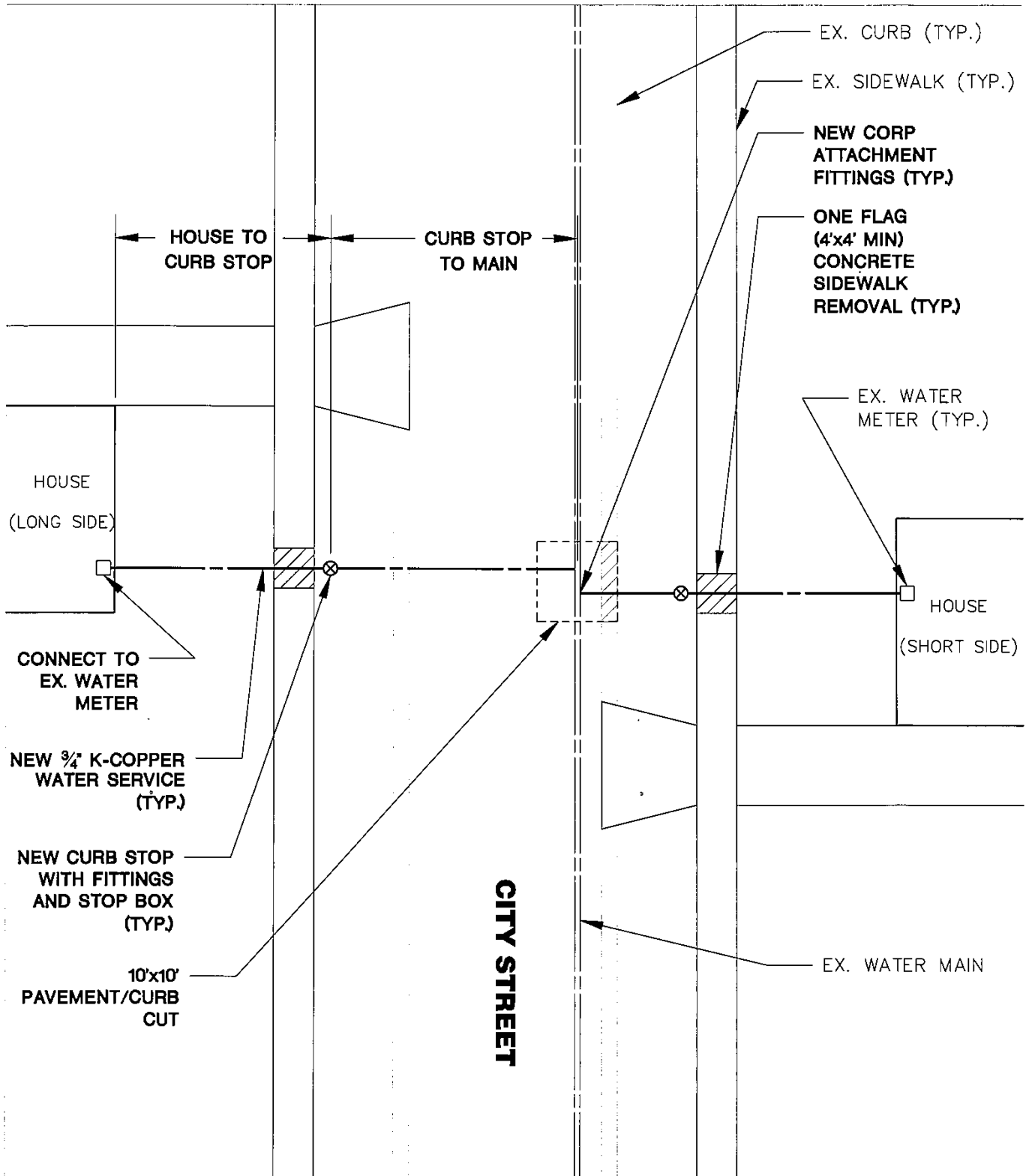


## UTILITY TRENCH DETAIL UNDER SIDEWALK



**APPENDIX 2**

**A PLAN VIEW SKETCH OF SERVICE LINE REPLACEMENT**



Appendix #2

CITY OF FLINT  
WATER SERVICE REPLACEMENT  
PLAN VIEW SKETCH

**APPENDIX 3**

**APPROVED PARTS LIST**

**Appendix #3 - Approved Parts List**

ITEM ID	DESCRIPTION	YOM
6700002000	A.M.S. w/handles 3/4" Ford #KV23-332, HT-3	EA
6700146000	Corporation StoOp, Cop 3/4" Ford #F-600-3	EA
6700116000	Coupling, cop-cop 3/4" Ford #C22-33	EA
6700125000	Coupling, cop-iron 3/4" Ford #C28-33	EA
6700175000	Coupling, cop-cop 3/4" Ford #C44-33	EA
6700160000	Curb stop, cop 3/4" Ford #Z22-333	EA
6700246000	Curb stop, iron 3/4" Ford #Z11-333	EA
6700178000	Coupling, iron 3/4" Ford #Q28-33	EA
6700439000	Valve, cop 3/4" Ford #B21-233D-HB-2	EA
6700439020	Valve iron, 3/4" (iron C&W) Ford #B11-233D-HB-2	EA
6700002040	Coupling, Meter 3/4" x 2." Ford #C38-23-2.5	EA
6700133000	Coupling, Compression 3/4" Ford #C84-33	EA
6700237050	Coupling, angle meter 3/4" Ford #L38-23	EA
6700147000	Corporation stop 1" Ford #F-600-4	EA
6700118000	Coupling, cop-cop 1" Ford #C22-44	EA
6700114000	Coupling, cop-iron 1" Ford #C28-44	EA
6700176000	Coupling cop-cop 1" Ford #C44-44	EA
6700157000	Curb stop, cop 1" Ford #Z22-444	EA
6700246020	Curb stop, iron 1" Ford #Z11-444	EA
6700171000	Coupling, iron 1" Ford #O28-44	EA
6700001000	A.M.S. w/handles 1" Ford #KV23-444-HT-4	EA
6700002020	Meter adapter, brass 1-1/2" - 1" Ford #A46	EA
6700135000	Coupling, compression 1" Ford #C84-44	EA
6700145000	Corporation stop, cop 2" Ford #F-600-7	EA
6700117000	Coupling, cop-cop 2"	EA

	Ford #C22-77	
67001400100	Coupling, cop-iron 2": Ford #C28-77	EA
6700120000	Coupling, cop 2" Ford #C44-77	EA
6700158010	Curb stop, cop 2" Ford #B22-777	EA
6700158020	Curb stop, iron 2" Ford #B11-777	EA
6700002030	Meter adapter, brass " to 1" Ford #A47	EA
6700002060	Coupling, flanged " Ford #CF31-77	EA
8800000000	Gasket, 3/4", 100 per box Ford #GT-114	EA

**EXHIBIT A  
CHECKLIST OF ITEMS REQUIRED FOR SUBMISSION  
OF PROPOSAL 17-550**

Vendors must complete this sheet and submit with their bid, along with the following items:

- \_\_\_\_\_ Checklist form
- \_\_\_\_\_ Cost information
  - Completion of Bid Analysis forms – Exhibit D
- \_\_\_\_\_ Capacity information
  - Vendor has to provide information on their capacity to perform the work outlined in the proposal
- \_\_\_\_\_ Experience and qualifications
  - Describe experience your company has in providing similar services (include number of years).
  - Identify all subcontractors (if applicable) and provide same information as proposed vendor. Vendor is to include the name of the landfill in which waste and compost will be disposed for the period of this contract. The City may request financial information of said landfill at a later date.
  - Describe how your company meets or exceeds the minimum qualification of the services requested.
- \_\_\_\_\_ References
  - Supply at least three (3) references of municipalities (city, county, township, etc.) or communities (or developments) that are similar in size to this request. Please include customer's name, dates of contracts, summary of services provided, reference contact name, phone number, and address.
- \_\_\_\_\_ Other
  - Any information that the vendor would like to submit with their proposal
- \_\_\_\_\_ Bid bond
- \_\_\_\_\_ Completion of Collusion Form - Exhibit B
- \_\_\_\_\_ Completion of Bid Form and Affidavits – Exhibit C
  
- \_\_\_\_\_ Complete and submit requested information (documents) in Exhibit E (Vendor must submit DBE Utilization Good Faith Efforts Worksheet as part of bid submission. Document can be found in Exhibit E Attachment 1)

**Please note: failure to submit the above items will result in a rejection of your bid.**



EXHIBIT B

Non-Collusion Affidavit

State of \_\_\_\_\_:

s.s.

County of \_\_\_\_\_:

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my Firm, its Owner, Directors and Officers. I am the person responsible in my firm for the price(s) and the amount of the bid.

I state that:

1. The price(s) and the amounts of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of the bid, and neither the approximate price(s) or the approximate amount of the bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a discussion with, or inducement from, any firm or person to submit a complementary or noncompetitive bid.
5. \_\_\_\_\_, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

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I state that \_\_\_\_\_ understands and  
(Name of my Firm)

Acknowledges that the above representations are material and important, and will be relied on by the City of Flint in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Flint of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Position/Job Title)

Notary Seal:

**EXHIBIT C**

**BID FORM**

Replacement of Lead Service Lines

**ARTICLE 1 – BID RECIPIENT**

1.1 This Bid is submitted to:

City of Flint

1011 S. Saginaw St.

Flint, MI 48502

1.2 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.1 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.1 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the area, conducted a thorough, alert visual examination of the complete areas, and become familiar with and satisfied itself as to the general, local, and area conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any

Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Documents.
- G. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- H. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.1 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

I state that \_\_\_\_\_ understands and  
(Name of my Firm)

Acknowledges that the above representations are material and important, and will be relied on by the City of Flint in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Flint of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Position/Job Title)

**EXHIBIT D  
 BID ANALYSIS FORM**

**VENDORS MUST COMPLETE THESE SECTIONS**

**SUBCONTRACTOR LIST – LIST ALL SUBCONTRACTORS THAT WILL BE UTILIZE FOR THIS PROJECT AND THE SERVICES THAT WILL BE PROVIDED BY SAID SUBCONTRACTOR:**

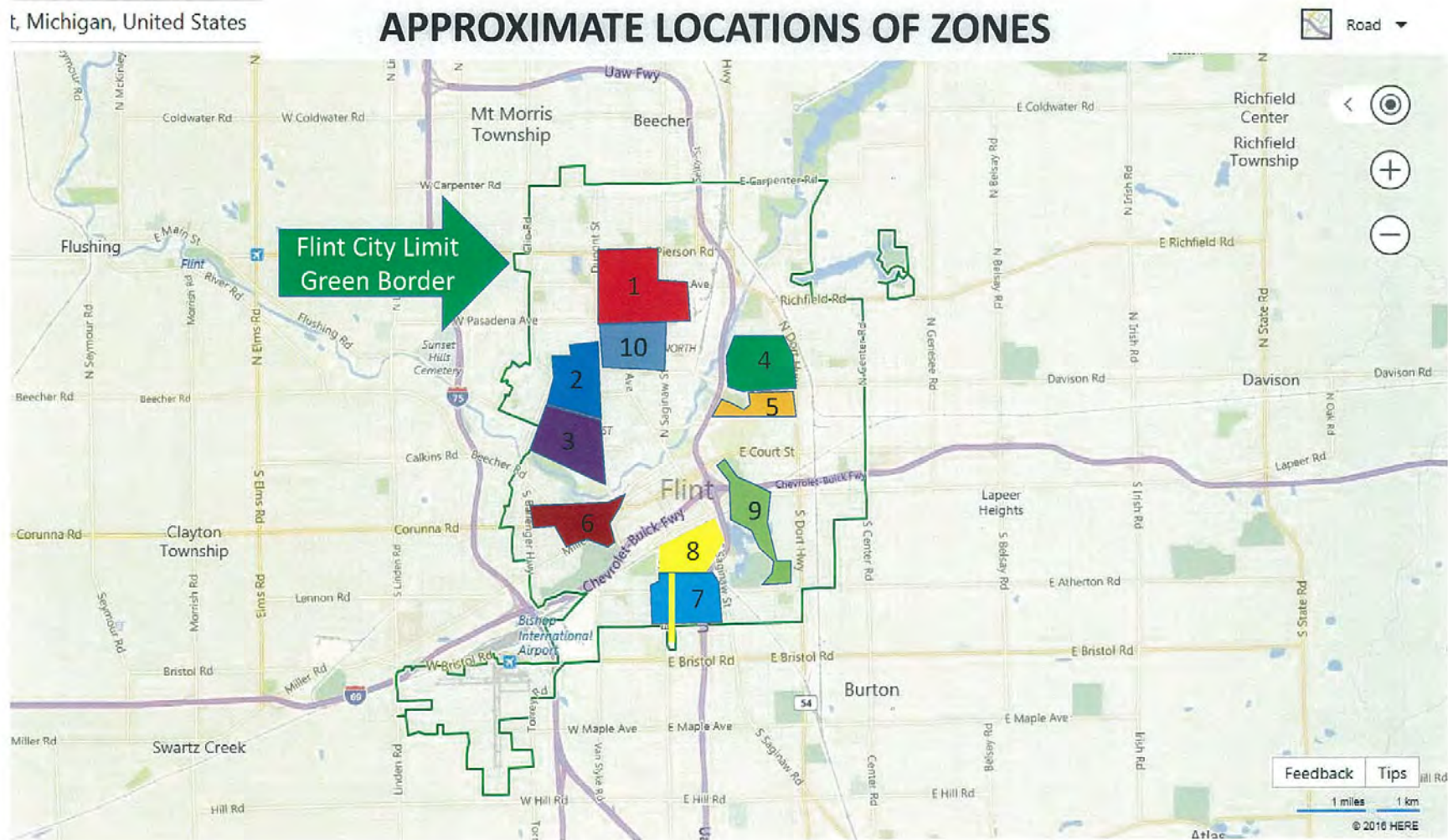
Name and Address of Subcontractor:	Services provided:

**WATER SERVICE LINE REPLACEMENT ZONES – THERE ARE 10 ZONES OF APPROXIMATELY 600 LOCATIONS EACH LISTED BELOW**

1. Approximate zone locations are provided on the attached maps. Actual addresses and expected service line material makeup will be provided in the Addendum issued after the pre-bid meeting.
2. Locations may be removed by the City of Flint if new information deems replacement at those addresses impossible or unnecessary. The contractor will be notified by the City as soon as that information is available. The City may offer replacement addresses in the same vicinity.
3. Zones #3 and #6 – All locations along the CRIM path shall be completed by June 15 to allow the City adequate time to restore the areas.
4. Zone #8 – Fenton Road in this area will be under construction beginning mid-late Summer 2017. Contractor shall ensure no residents are trapped between workzones. Therefore all locations near Fenton Road shall be completed by July 4<sup>th</sup>, 2017.

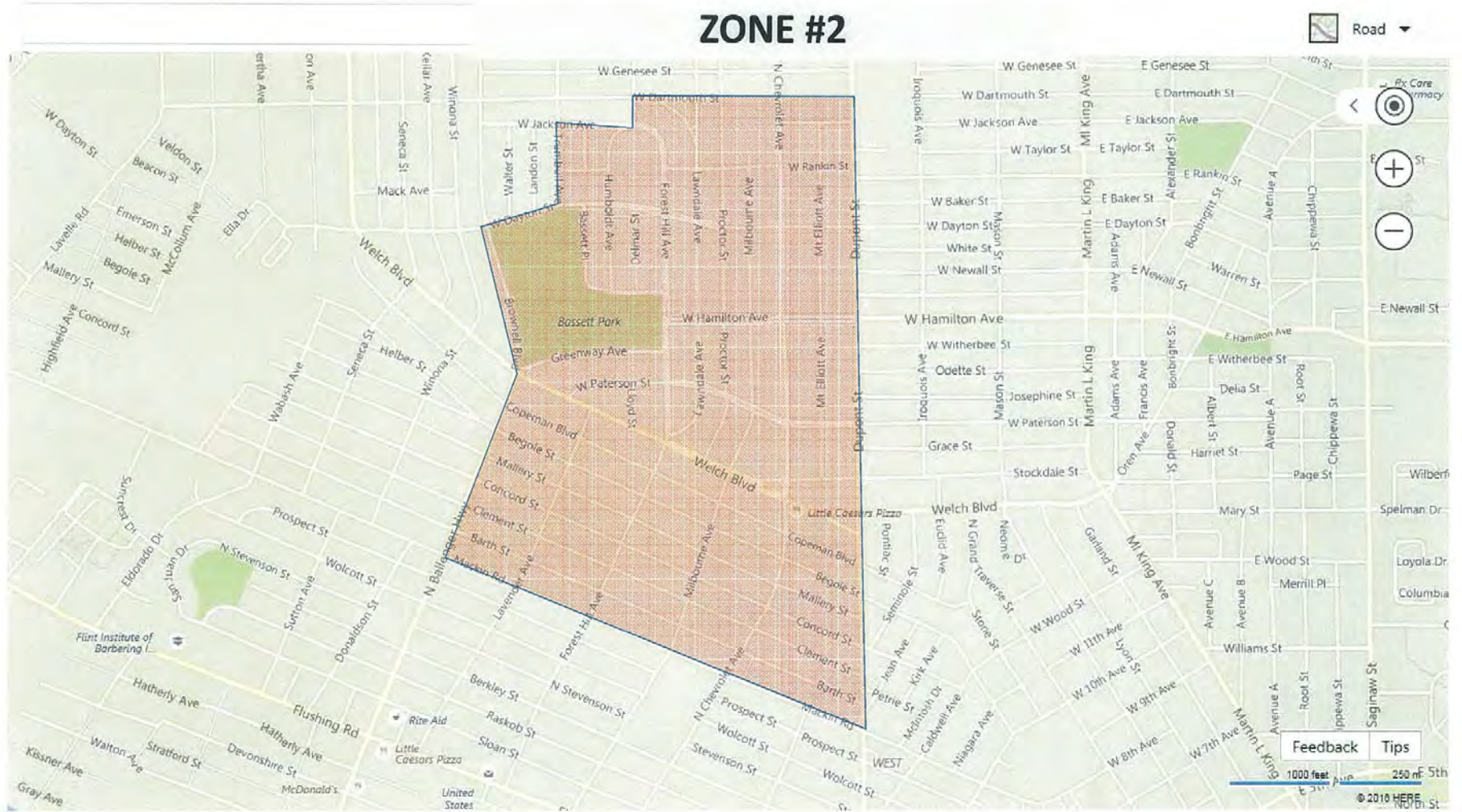
t, Michigan, United States

# APPROXIMATE LOCATIONS OF ZONES



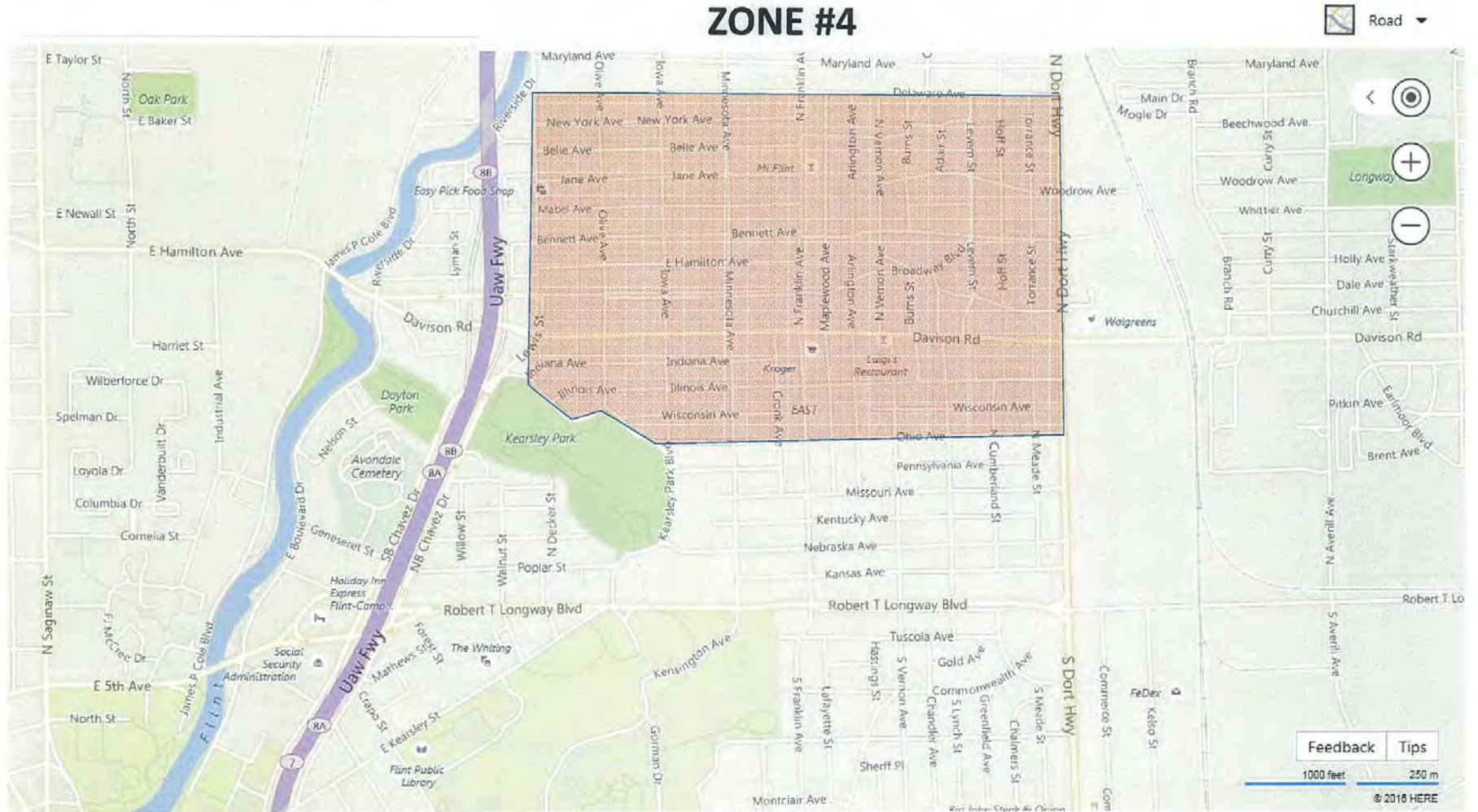


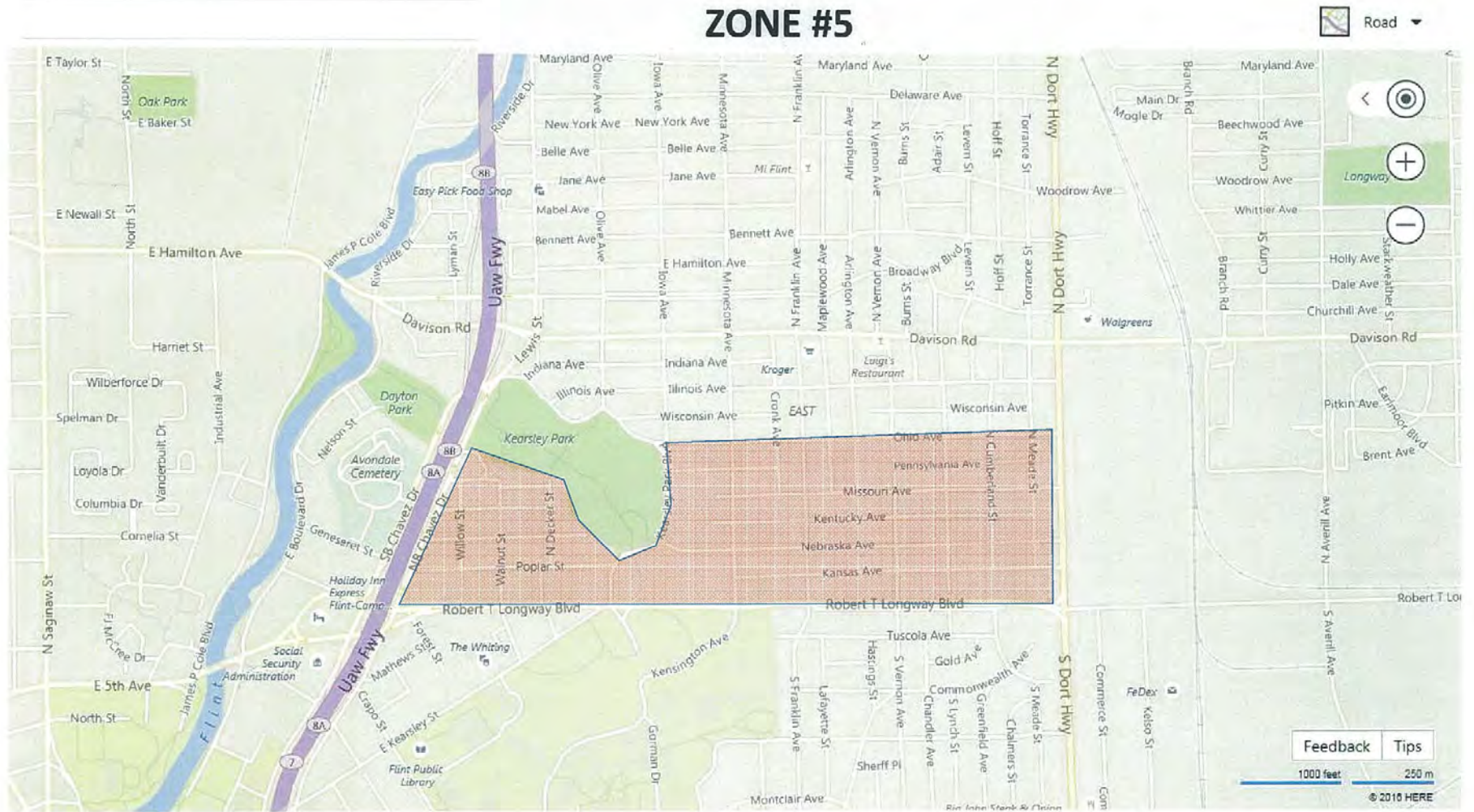




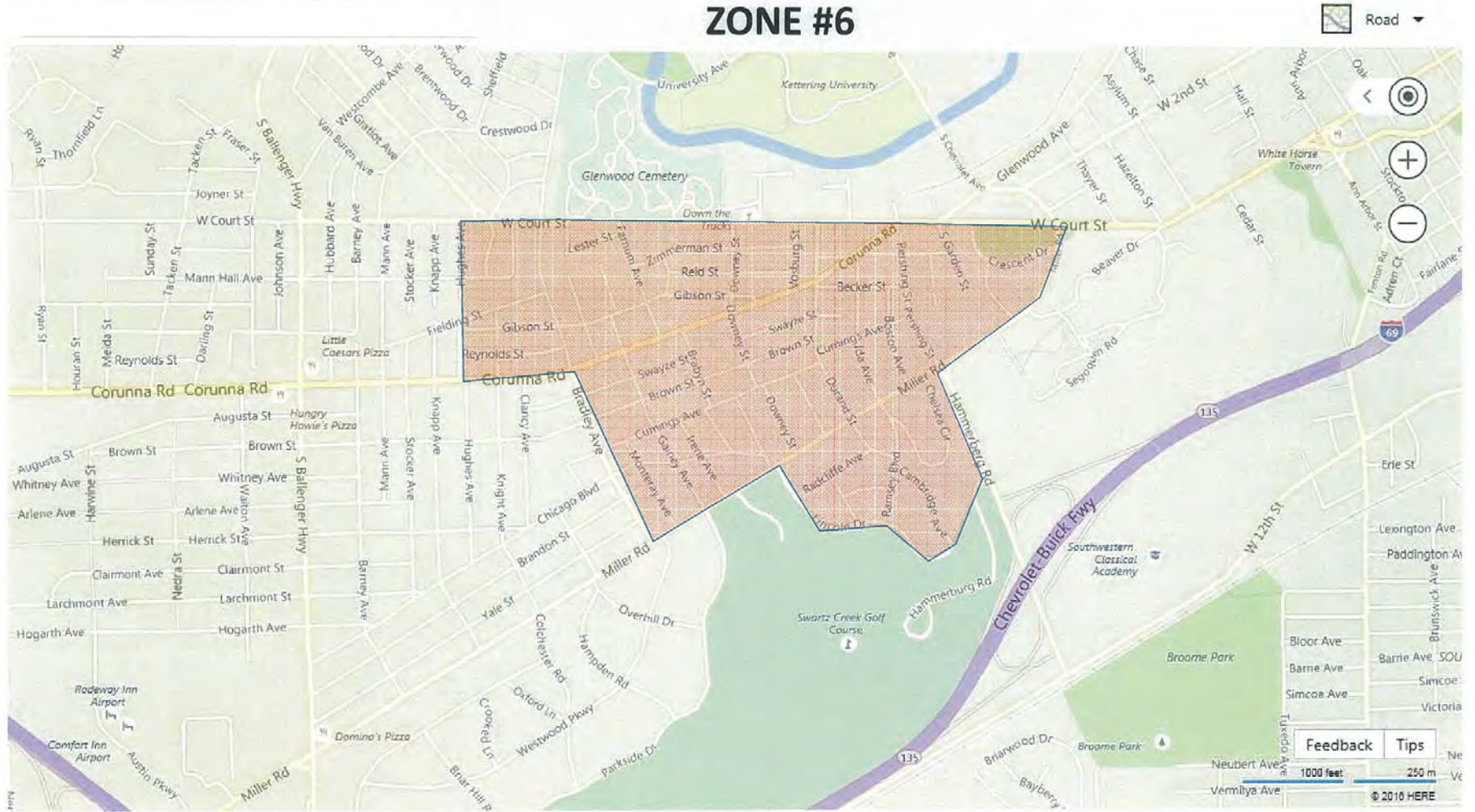


# ZONE #4





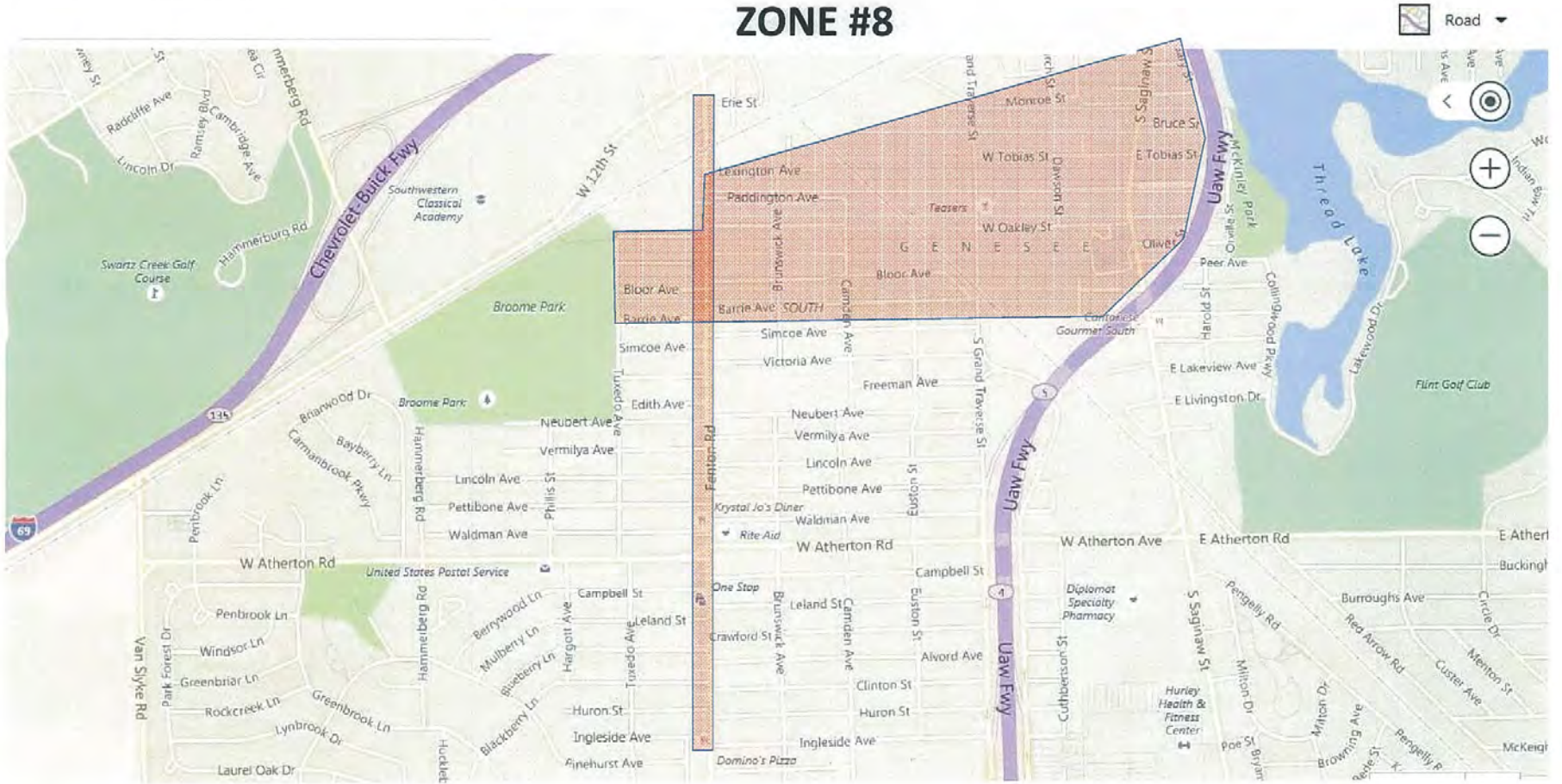
# ZONE #6



# ZONE #7



# ZONE #8







# ZONE #10



All bids shall include all work necessary, as detailed in this document, to excavate, install and restore service lines of the designated lengths.

**Construction Example** – The construction of an “Average” Full Replacement would consist of excavating, installing 30’ of pipe from Curb Stop to main, installing 40’ of pipe from Curb Stop to residential home connecting to water meter, installing of new curb stop with fittings and stop box, curb cut (10’X10’), proper testing/flushing performed to validate site operational, backfilling and restoration.

The assigned locations will be a mixture of partial (curb stop to home or watermain) and full (watermain to home) replacements. Every type of installation will require a new curb stop and box. Distances for **payment will be measured in horizontal perpendicular distance** from the watermain to the curb stop or house meter (or curb stop to meter for a private side partial). Actual distance allowances may be granted for significant variances such as avoiding a tree, curb box relocations at the request of the Water Services Dept., and unavoidable angles causing a difference more than fifteen (15) feet from perpendicular. All changes shall be approved by Water Services and recorded on their Certificate of Acceptance. Each bid includes the service line, curb stop & box, and any necessary connections/adaptors to make the connections at the watermain, curb stop and house, depending on if it is a full replacement or a partial. Service lines 1.5” and greater include a new corporation and re-tapping of the watermain. No allowance for varying difficulty of installation, material costs, etc. will be granted unless specifically listed or stated in this RFP.

		Cost per Foot for Water Service Line Replacement				
		Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Size of Service Line Installed	3/4"					
	3/4" Pipe Provided*					
	1"					
	1.5"					
	2"					

		Cost per Foot for Water Service Line Replacement				
		Zone 6	Zone 7	Zone 8	Zone 9	Zone 10
Size of Service Line Installed	3/4"					
	3/4" Pipe Provided*					
	1"					
	1.5"					
	2"					

\* Bid Item as if the City of Flint will provide all 3/4" Type K Copper pipe. All other materials to be provided by the contractor.

<p>You may be awarded none, some, or all of the zones that you bid above. If you are awarded multiple zones, what is the maximum number of zones that you are willing to accept and capable of completing in conformance with the requirements of this document?</p>	<p>_____ ZONES</p>
--	--------------------

Description	Price per Unit
Cut and Cap Service Line of an Abandoned House	\$ /per Home
** Note: This pay item is to be used if a contractor encounters an abandoned house lead while excavating at the main to replace the service line of another home. The excavation and backfill is paid for through the line replacement pay item for the other lead. This item only includes cutting and capping an already exposed service.	

Description	Price per Unit
Excavate and Backfill a Standard Line	\$ /per Unit
** Note: This pay item is to be used if a contractor encounters a copper line when excavating for replacement. No line replacement is performed. A new curb box is placed and the excavation is backfilled and restored as this pay item.	

Description	Price per Unit
Repair a Broken Sanitary Lead	\$ /per Unit
** Note: This pay item is to be used if a sanitary lead is broken through no fault of the contractor	

Description	Price per Unit
Remove and Dispose of Contaminated Soil	\$ /per Syd
** Note: This pay item is to be used if contaminated soil is encountered	

Description	Price per Unit
Please provide the Discount per Location if the City were to make the initial contact with the residents and obtain the consents from the Property Owners and Residents. The contractor would still be responsible for all other communications.	\$ Less /per Home

Description	Price per Unit
Tree Removal: 1-6" Diameter	\$ /per Each
Tree Removal: 7-12" Diameter	\$ /per Each
Tree Removal: 13-24" Diameter	\$ /per Each
Tree Removal: 25-36" Diameter	\$ /per Each
Tree Removal: Over 36" Diameter	\$ /per Each

\*\* Tree Prices include removal of the tree, necessary roots, stump and restoration of the yard to grade. Page 42

**Certification Form Note**

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

Fed. ID #: \_\_\_\_\_

COMPANY NAME (Respondent): \_\_\_\_\_

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

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

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

E-MAIL : \_\_\_\_\_

PRINT NAME and Title : \_\_\_\_\_  
(Authorized Representative)

SIGNED : \_\_\_\_\_  
(Authorized Representative)

EXHIBIT E

VENDORS MUST READ AND COMPLETE THE DOCUMENTS IN THIS SECTION. DOCUMENTS THAT ARE COMPLETED MUST BE INCLUDED WITH SUBMISSION.

## **REQUIRED STANDARD CONTRACT LANGUAGE: CLEAN WATER STATE REVOLVING FUND AND DRINKING WATER REVOLVING FUND**

- **Davis-Bacon/Prevailing Federal Wages, Including Labor Standards Provisions**
- **Disadvantaged Business Enterprise (DBE) Requirements\***
- **Debarment/Suspension Certification\***

**\* Bidders should note these sections contain instructions regarding forms/information that must be completed/included with any submitted bid.**

**Davis-Bacon/Prevailing Federal Wage Rates**

P.L. 111-88 requires compliance with the Davis Bacon Act and adherence to the current U.S. Department of Labor Wage Decision. Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents (see Wage Decision included herein) must be paid on this project. The Wage Decision, including modifications, must be posted by the Contractor on the job site. A copy of the Federal Labor Standards Provisions is included and is hereby a part of this contract.

1/12/2017

<https://www.wdol.gov/wdol/scafiles/davisbacon/MI57.dvb?v=0>

General Decision Number: MI170057 01/06/2017 MI57

Superseded General Decision Number: MI20160057

State: Michigan

Construction Type: Heavy

County: Genesee County in Michigan.

Heavy, Includes Water, Sewer Lines and Excavation (Excludes Hazardous Waste Removal; Coal, Oil, Gas, Duct and other similar Pipeline Construction)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/06/2017

CARP0706-017 08/01/2016

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 24.94	19.91

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ELEC0948-009 05/29/2016

	Rates	Fringes
ELECTRICIAN.....	\$ 35.40	20.94

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\* ENGI0325-019 06/01/2016

POWER EQUIPMENT OPERATORS: Underground Construction (Including Sewer)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 31.58	22.85
GROUP 2.....	\$ 26.85	22.85
GROUP 3.....	\$ 26.12	22.85



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<https://www.wdol.gov/wdol/scafiles/davisbacon/MI57.dvb?v=0>

GROUP 4.....\$ 25.55 22.85

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backhoe/ Excavator, Boring Machine, Bulldozer, Crane, Grader/ Blade, Loader, Roller, Scraper, Trencher (over 8 ft. digging capacity)

GROUP 2: Trencher (8-ft digging capacity and smaller)

GROUP 3: Boom Truck (non-swinging, non- powered type boom)

GROUP 4: Broom/ Sweeper, Fork Truck, Tractor, Bobcat/ Skid Steer /Skid Loader

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ENGI0326-011 06/01/2014

EXCLUDES UNDERGROUND CONSTRUCTION

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 29.09	21.70
Group 2.....	\$ 28.84	21.70
Group 3.....	\$ 27.74	21.70
Group 4.....	\$ 22.94	21.70
Group 5.....	\$ 22.34	21.70
Group 6.....	\$ 19.89	21.70

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 per hour above the group 1 rate.

Crane operator with main boom and jib 400' or longer: \$3.00 per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or longer, tower crane, gantry crane, whirley derrick

GROUP 3: Backhoe/Excavator; Boring Machine; Bulldozer; Crane; Grader/Blade; Loader; Roller; Scraper; Tractor; Trencher

GROUP 4: Bobcat/Skid Loader; Broom/Sweeper; Fork Truck (over 20' lift)

GROUP 5: Boom truck (non-swinging)

GROUP 6: Fork Truck (20' lift and under for masonry work)

1/12/2017

<https://www.wdol.gov/wdol/scafiles/davisbacon/M157.dvb?v=0>

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IRON0025-006 06/01/2015

	Rates	Fringes
IRONWORKER		
Reinforcing.....	\$ 28.30	24.60
Structural.....	\$ 33.78	27.84

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LABO0334-009 06/01/2015

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
Landscape Laborer		
GROUP 1.....	\$ 19.76	9.15
GROUP 2.....	\$ 15.54	9.15

LANDSCAPE LABORER CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator, lawn sprinkler installer and skidsteer (or equivalent)

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

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LABO0334-015 09/01/2014

SCOPE OF WORK:

OPEN CUT CONSTRUCTION: Excavation of earth and sewer, utilities, and improvements, including underground piping/conduit (including inspection, cleaning, restoration, and relining)

	Rates	Fringes
LABORER		
(1) Common or General.....	\$ 20.64	12.75
(2) Mason Tender- Cement/Concrete.....	\$ 20.78	12.75
(4) Grade Checker.....	\$ 20.95	12.75
(5) Pipelayer.....	\$ 21.09	12.75
(7) Landscape.....	\$ 15.54	12.75

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LABO1075-010 06/01/2016

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
LABORER		

1/12/2017

<https://www.wdol.gov/wdol/scafiles/davisbacon/M157.dvb?v=0>

Common or General; Grade  
 Checker; Mason Tender -  
 Cement/Concrete; Pipelayer..\$ 22.51 13.28

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 PAIN1052-003 06/01/2016

Rates Fringes

PAINTER

Brush & Roler.....\$ 24.45 11.25  
 Spray.....\$ 25.80 11.25

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 PLAS0016-016 04/01/2014

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 25.58 12.88

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 PLUM0370-006 06/01/2016

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 36.11 19.65

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 TEAM0007-006 06/01/2015

Rates Fringes

TRUCK DRIVER

Dump Truck under 8 cu.  
 yds.; Tractor Haul Truck....\$ 24.90 .50 + a+b  
 Dump Truck, 8 cu. yds. and  
 over.....\$ 25.00 .50 + a+b  
 Lowboy/Semi-Trailer Truck...\$ 25.15 .50 + a+b

FOOTNOTE:

- a. \$419.45 per week.
- b. \$59.50 daily.

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 SUMI2010-055 11/09/2010

Rates Fringes

TRUCK DRIVER: Off the Road  
 Truck.....\$ 20.82 3.69

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 WELDERS - Receive rate prescribed for craft performing  
 operation to which welding is incidental.

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 Note: Executive Order (EO) 13706, Establishing Paid Sick Leave  
 for Federal Contractors applies to all contracts subject to the  
 Davis-Bacon Act for which the contract is awarded (and any  
 solicitation was issued) on or after January 1, 2017. If this  
 contract is covered by the EO, the contractor must provide

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<https://www.wdol.gov/wdol/scafiles/davisbacon/M157.dvb?v=0>

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that

1/12/2017

<https://www.wdol.gov/wdol/scafiles/davisbacon/M157.dvb?v=0>

classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

1/12/2017

<https://www.wdol.gov/wdol/scafiles/davisbacon/MI57.dvb?v=0>

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



**29 CFR Part 5 – Labor Standards Provisions for Federally Assisted Projects**

**§ 5.5 Contract provisions and related matters.**

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.* The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of



1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.* (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347.pdf> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees*—(i) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its

program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible there for shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

### **Disadvantaged Business Enterprises (DBE)**

Prime contractors bidding on this project must follow, document, and maintain documentation of their Good Faith Efforts, as listed below, to ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach. Bidders must make the following Good Faith Efforts for any work that will be subcontracted.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. Place DBEs on solicitation lists and solicit DBEs whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs. Arrange time-frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. Whenever possible, post solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date. The DBEs should be given a minimum of 5 days to respond to the posting.
3. Consider in the contracting process whether firms competing for large contracts can be subcontracted with DBEs. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one DBE firm to handle individually.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.

Subsequent to compliance with the Good Faith Efforts, the following conditions also apply under the DBE requirements. Completed Good Faith Efforts Worksheets (Attachment 1), along with the required supporting documentation outlined in the instructions, must be submitted with your bid proposal. EPA form 6100-2 must also be provided at the pre-bid meeting. A copy of this form is available on the Forms and Guidance page of the Revolving Loan website.

1. The prime contractor must pay its subcontractor for work that has been satisfactorily completed no more than 30 days from the prime contractor's receipt of payment from the owner.
2. The prime contractor must notify the owner in writing prior to the termination of any DBE subcontractor for convenience by the prime contractor and employ the Good Faith Efforts if soliciting a replacement contractor.
3. If a DBE contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the Good Faith Efforts if soliciting a replacement contractor.
4. The prime contractor must employ the Good Faith Efforts.

**Debarment Certification**

The prime contractor must provide a completed **Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form** with its bid or proposal package to the owner (Attachment 2).

**Attachment 1**

**Disadvantaged Business Enterprise (DBE) Utilization  
GOOD FAITH EFFORTS WORKSHEET**





**Michigan Department of Environmental Quality  
Office of Drinking Water and Municipal Assistance– Revolving Loan Section  
Disadvantaged Business Enterprise (DBE) Utilization  
State Revolving Fund/Drinking Water Revolving Fund  
GOOD FAITH EFFORTS WORKSHEET**

Bidder: \_\_\_\_\_

Subcontract Area of Work (one per worksheet): \_\_\_\_\_

Outreach Goal: Solicit a minimum of three (3) DBEs via email/letter/fax. It is recommended that various sources be used to locate the minimum number of DBEs. The Michigan Department of Transportation (MDOT) website and [www.sam.gov](http://www.sam.gov) registries may be two resources used to find a minimum of three DBEs.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving a Minimum of Three Contacts; you may include a printout of the MDOT and [www.sam.gov](http://www.sam.gov) search results (attach extra sheets if necessary):

MITA DBE Posting Date (if applicable): \_\_\_\_\_  
(attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

**Please include the completed worksheet and supporting documentation with the bid proposal.**

*Rev.3-2015*

Rick Snyder, Governor



Dan Wyant, Director

**Michigan Department of Environmental Quality  
Office of Drinking Water and Municipal Assistance– Revolving Loan Section  
Disadvantaged Business Enterprise (DBE) Utilization  
State Revolving Fund/Drinking Water Revolving Fund  
GOOD FAITH EFFORTS WORKSHEET**

**Instructions to Bidders for the Completion of the Good Faith Efforts Worksheet**

1. Separate worksheets must be provided for each area of work to be subcontracted out. This includes both major and minor subcontracts.
2. A minimum of three (3) DBEs must be contacted by a verifiable means of communication such as e-mail, letter, or fax for each area of work to be subcontracted out. Copies of the solicitation letters/e-mails and fax confirmation sheets must be provided with the worksheet.
3. If less than three (3) DBEs exist statewide for the area of work, then provide documentation that other DBE resources were consulted. This may include the MDOT and [www.sam.gov](http://www.sam.gov) registries and an advertisement in a publication. A printout of the website searched (conducted prior to the end of the bid period) must be submitted.
4. Posting solicitations for quotes/proposals from DBEs on the MITA website ([www.mitadbe.com](http://www.mitadbe.com)) is highly recommended to facilitate participation in the competitive process whenever possible. The solicitation needs to identify the project and the areas of work to be subcontracted out. A copy of the MITA DBE advertisement must be submitted with the Good Faith Efforts worksheet, if used, or a printout of the resulting quotes posted to the MITA website can be submitted with this form as supporting documentation.
5. If the area of work is so specialized that no DBEs exist, then an explanation is required to support that conclusion, including the documentation required in No. 3 above.
6. The date of the DBE contact must be identified, as it is important to document that the DBE solicitation was made during the bid period and that sufficient time was given for the DBE to return a quote.
7. Each DBE firm's price quote must be identified if one was received or N/A entered on the worksheet if a quote was not received. Copies of all quotes must be submitted with the worksheet.
8. If a quote was received, indicate if it was accepted or rejected. Justification for not accepting a quote and not using the DBE subcontractor must be provided.
9. Under Other Efforts, please indicate additional steps you have taken to obtain DBE contractors and provide the appropriate supporting documentation such as:
  - Follow-up e-mails, faxes, or letters.
  - Copies of announcements/postings in newspapers, trade publications, or minority media that target DBE firms.

*Rev. 3-2015*

Rick Snyder, Governor



Dan Wyant, Director

**Attachment 2**

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

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

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

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;
- (2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
  - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
  - (b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - (c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

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Name and Title of Authorized Representative

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Name of Participant Agency or Firm

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Signature of Authorized Representative

Date

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

**Attachment 3**

***Frequently Asked Questions About  
Disadvantaged Business Enterprise (DBE) Solicitation***

## **Disadvantaged Business Enterprise (DBE) Requirements Frequently Asked Questions Regarding Contractor Compliance**

- Q:** What is the Good Faith Efforts Worksheet form and how is it to be completed?
- A:** This form captures efforts by the prime contractor to solicit DBEs for each area of work type that will be subcontracted out. A separate Good Faith Efforts Worksheet must be provided by the prime contractor for each area of work type to be subcontracted out. There are specific instructions that accompany this form that prescribe minimum efforts which bidders must make in order to be in compliance with the DBE requirements.
- Q:** Can non-certified DBEs be used?
- A:** While non-certified DBEs can be used, only DBEs, MBEs, and WBEs that are certified by EPA, SBA, or MDOT (or by tribal, state and local governments, as long as their standards for certification meet or exceed the standards in EPA policy) can be counted toward the fair share goal. Proof of certification by one of these recognized and approved agencies should be sought from each DBE.
- Q:** How does a DBE get certified?
- A:** Applications for certification under MDOT can be found at <http://mdotjboss.state.mi.us/UCP/LearnHowServlet>.
- Applications for certification under EPA can be found on EPA's Small Business Programs website at [http://www.epa.gov/osbp/dbe\\_firm.htm](http://www.epa.gov/osbp/dbe_firm.htm) under Certification Forms.
- Q:** If a bidder follows the MDOT DBE requirements, will the bidder be in compliance with the SRF/DWRF DBE requirements?
- A:** No. Federally funded highway projects utilize DBE goals, which require that a certain percentage of work be performed by DBE subcontractors. For SRF/DWRF projects, there is no financial goal. However, there is a solicitation effort goal. Bidders must use Good Faith Efforts for each and every area of work to be subcontracted out to obtain DBEs. The bidders are not required to use DBEs if the quotes are higher than non-DBE subcontractors. **There is no required DBE participation percentage contract goal for the SRF/DWRF.** However, if the SRF/DWRF project is part of a joint project with MDOT, the project can be excluded from SRF/DWRF DBE requirements (i.e., the Good Faith Efforts Worksheet is not required) as it would be difficult to comply with both programs' requirements.
- Q:** Must the Good Faith Efforts Worksheet and supporting documentation be turned in with the bid proposals?
- A:** Yes. This is a requirement to document that the contractor has complied with the DBE requirements and the Good Faith Efforts. These compliance efforts must be done during the bidding phase and not after-the-fact. It is highly recommended that the need for these efforts and the submittal of the forms with the bid proposals be emphasized at the pre-bid meetings. Failure to show that the Good Faith Efforts were complied with during the bidding process can lead to a prime contractor being found non-responsive.
- Q:** Does EPA form 6100-2 need to be provided at the pre-bid meeting?
- A:** Yes. The form must be made available at the pre-bid meeting.

**Q:** What kinds of documentation should a contractor provide to document solicitation efforts?

**A:** Documentation can include fax confirmation sheets, copies of solicitation letters/e-mails, printouts of online solicitations, printouts of online search results, affidavits of publication in newspapers, etc.

**Q:** How much time will compliance with the Good Faith Efforts require in terms of structuring an adequate bidding period?

**A:** Due to the extent of the efforts required, a minimum of 30 calendar days is recommended between bid posting and bid opening to ensure adequate time for contractors to locate certified DBEs and solicit quotes.

**Q:** How does a contractor locate certified DBEs?

**A:** The Michigan Department of Transportation has a directory of all Michigan certified entities located at <http://mdotjboss.state.mi.us/UCP/>. Additionally, the federal System for Award Management (SAM) is another place to search and can be found at [www.sam.gov](http://www.sam.gov). SAM contains information from the former Central Contractor Registration (CCR) database.

**Q:** If the bidder does not intend to subcontract any work, what forms, if any, must be provided with the bid proposal?

**A:** The bidder should complete the Good Faith Efforts Worksheet with a notation that no subcontracting will be done. However, if the bidder is awarded the contract and then decides to subcontract work at any point, then the Good Faith Efforts must be made to solicit DBEs.

**Q:** In the perfect world, the Good Faith Efforts Worksheet is required to be turned in with the proposal. What if no forms are turned in with the bid proposal or forms are blank or incomplete? Should this be cause to determine that the bidder is non-responsive?

**A:** While the Good Faith Efforts Worksheet is important, it is more critical to confirm that the contractor complied with the DBE requirements prior to bid opening. The owner should contact the bidder as soon as deficiencies are noted for a determination/documentation of efforts taken to comply with the DBE requirements. Immediate submittal of the completed forms will be acceptable provided the Good Faith Efforts were made and it is just a matter of transferring information to the forms.

**Q:** If the prime contractor is a DBE, does he have to solicit DBE subcontractors?

**A:** Yes, the DBE requirements still apply if the prime intends to subcontract work out. Good Faith Efforts must be used to solicit DBEs.

**Q:** If the area of work is one where there are less than three DBE contractors, how is the contractor to document this?

**A:** Copies of printouts from MDOT and SAM showing no DBEs and advertisements soliciting quotes for all subcontract areas, including the questionable areas, will be adequate if the dates on the printouts are prior to the bid or proposal closing date.



**EXHIBIT E**

to Settlement Agreement

*Concerned Pastors for Social Action et al. v. Khouri et al.,*

16-cv-10277 (E.D. Mich.)



## CITY OF FLINT

### Department of Purchases & Supplies

Dr. Karen Weaver  
Mayor

Derrick F. Jones  
Purchasing Manager

#### INVITATION TO BID

#### OWNER:

THE CITY OF FLINT  
DEPARTMENT OF PURCHASES AND SUPPLIES  
1101 S. SAGINAW ST., Room 203  
FLINT, MI 48502

Proposal No. 17-564

#### SCOPE OF WORK:

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

#### **2017 REPLACEMENT OF WATER SERVICE LINES (ZONES 1-9)**

per the attached requirements.

If your firm is interested in providing the requested services, please submit 1 original, 1 copy, and 1 unbound copy of your detailed proposal to the City of Flint, Department of Purchases and Supplies, 1101 S. Saginaw St., Room 203, Flint, MI, 48502, by **Friday, March 3, 2017 @ 10:00 AM EST**. Please note: all proposals received after 10:00 AM (EST) will not be considered. Faxed proposals into the Purchasing Department are not accepted.

A bid guaranty or a cashier's check for \$75,000 for each zone bid (\$750,000 maximum), must be submitted with the bid. Please note: cashier' check must be payable to Treasurer, City of Flint. Contractors may bid on as many zones as they choose, however, the bid bond requirement will be based on the number of zones the Contract has placed in the section that poses the question of, "...what is the maximum number of zones that you are willing to accept and capable of completing in conformance with the requirements of this document?" If the contractor states one (1), then the bid bond requirement is \$75,000 (maximum number of maximum zones willing to accept 1 X \$75,000). Likewise if the contractor states ten (10), the bid bond requirement is \$750,000.

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

### INSTRUCTIONS TO VENDORS

- 1) **PRE-BID INFORMATION AND QUESTIONS:** Each proposal that is timely received will be evaluated on its merit and completeness of all requested information. In preparing proposals, Bidders are advised to rely only upon the contents of this Request for Proposal (RFP) and accompanying documents and any written clarifications or addenda issued by the City of Flint. If a Bidder finds a discrepancy, error or omission in the RFP package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Bidders. **THE CITY OF FLINT IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.**
- 2) **RFP MODIFICATIONS:** The City of Flint has the right to correct, modify or cancel the RFP, in whole or in part, or to reject any proposal, in whole or in part, within the discretion of the City of Flint, or their designee. If any such changes are made, all known recipients of the RFP will be sent a copy of such changes. If any changes are made to this RFP document by any party other than the City of Flint, the original document in the City of Flint's files takes precedence.
- 3) **BID SUBMISSION:**
  - a) The Bidder must include the following items, or the bid may be deemed non-responsive:  
i.e. All forms contained in this RFP, fully completed.
  - b) Proposal must be submitted to the Purchasing Department, City of Flint, 1101 S. Saginaw Street -Room 203, Flint, Michigan 48502 by the date and time indicated as the deadline. The Purchasing Department's time stamp will determine the official receipt time. It is each Bidder's responsibility to insure that its bid is time stamped by the Purchasing Department by the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Bids will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. Local Time, Monday through Friday, legal holidays as exception.
  - c) Proposals must be enclosed in a sealed, non-transparent envelope, box or package, and clearly marked on the outside with the following: RFP Title, RFP Number, Deadline and Bidder's name.
  - d) Submission of a proposal establishes a conclusive presumption that the Bidder is thoroughly familiar with the Request for Proposal (RFP), and that the Bidder understands and agrees to abide by each and all of the stipulations and requirements contained therein.
  - e) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the bid.
  - f) Proposals sent by email, facsimile or other electronic means will not be considered unless specifically authorized in this RFP.
  - g) All costs incurred in the preparation and presentation of the proposal are the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder. All documentation submitted with the proposal will become the property of the City of Flint.
  - h) Proposal must be held firm for a minimum of 120 days.
  - i) Term - Contract and/or all other procurement documents shall be effective until completed to the satisfaction of the City of Flint. The City of Flint reserves the right to cancel or not renew all or any part of the procurement agreement/contract at any time.

- 4) **EXCEPTIONS:** Bidder shall clearly identify any proposed deviations from the Terms or Scope in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the Bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Bidder's proposal, the City of Flint will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly. Proposals not meeting all requirements may be rejected.
- 5) **DUPLICATE PROPOSALS:** No more than one (1) proposal from any Bidder, including its subsidiaries, affiliated companies and franchises will be considered by the City of Flint. In the event multiple proposals are submitted in violation of this provision, the City will have the right to determine which bid will be considered, or at its sole option, reject all such multiple proposal.
- 6) **WITHDRAWAL:** Proposals may only be withdrawn by written notice prior to the date and time set for the opening of bids. No proposal may be withdrawn after the deadline for submission.
- 7) **REJECTION/GOOD STANDING:** The City of Flint reserves the right to reject any or all proposals, or to accept or reject any proposal in part, and to waive any minor informality or irregularity in bids received if it is determined by the City of Flint, or their designee, that the best interest of the City will be served by doing so. No proposal will be considered from any person, firm or corporation in arrears or in default to the City on any contract, debt, taxes or other obligation, or if the Bidder is debarred by the City of Flint from consideration for a contract award.
- 8) **PROCUREMENT POLICY:** Procurement for the City of Flint will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City. The City of Flint and their officials have the vested authority to execute a contract, subject to City Council and Mayoral approval where required.
- 9) **BID SIGNATURES:** Proposals must be signed by an authorized official of the Bidder. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the City of Flint if the Bidder is determined to be the lowest Responsive and Responsible Bidder.
- 10) **CONTRACT AWARD/SPLIT AWARDS:** This contract will be awarded to the lowest responsive, responsible Bidder for each of ten (10) zones based on the criteria set in #44 below. A bidder may be awarded zero, one, multiple, or all zones. Therefore, award will be made to between zero and ten different vendors. The Bidder to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the bid, intent to recommend award of a contract, and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the bid if a separate Agreement is required to be executed. After a final award of the Agreement by the City of Flint, the Contractor/Vendor must execute and perform said Agreement. All bids must be firm for at least 120 days from the due date of the proposal. If, for by reasons of refusal by the vendor/contractor, a contract is not executed with the selected Bidder within 14 days after notice of recommendation for award, then the City may recommend the next lowest responsive and responsible Bidder for that zone
- 11) **NO RFP RESPONSE:** Bidders who receive this RFP but who do not submit a bid should return this RFP package stating "No Bid" and are encouraged to list the reason(s) for not responding. Failure to return this form may result in removal of the Bidder's name from all bidder lists.

- 12) **FREEDOM OF INFORMATION ACT REQUIREMENTS:** Proposals are subject to public disclosure after the deadline for submission in accordance with state law.
- 13) **ARBITRATION:** Contractor/Vendor agrees to submit to arbitration all claims, counterclaims, disputes and other matters in question arising out of or relating to this agreement or the breach thereof. The Contractor's agreement to arbitrate shall be specifically enforceable under the prevailing law of any court having jurisdiction to hear such matters. Contractor's obligation to submit to arbitration shall be subject to the following provisions:
- (a) Notice of demand for arbitration must be submitted to the City in writing within a reasonable time after the claim, dispute or other matter in question has arisen. A reasonable time is hereby determined to be fourteen (14) days from the date the party demanding the arbitration knows or should have known the facts giving rise to his claim, dispute or question. In no event may the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claim dispute or other matters in question would be barred by the applicable statute of limitation.
  - (b) Within fourteen (14) days from the date demand for arbitration is received by the City, each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person; the three together shall then serve as a panel in all proceedings. Any decision concurred by a majority of the three shall be a final binding decision.
  - (c) The final decision rendered by said arbitrators shall be binding and conclusive and shall be subject to specific enforcement by a court of competent jurisdiction.
  - (d) The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.
- 14) **BID HOLD:** The City of Flint may hold proposals for a period of one hundred twenty (120) days from opening, for the purpose of reviewing the results and investigating the qualifications of bidders prior to making an award.
- 15) **NONCOMPLIANCE:** Failure to deliver in accordance with specifications will be cause for the City of Flint and they may cancel the contract or any part thereof and purchase on the open market, charging any additional cost to the Contractor/Vendor.
- 16) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP:** Nothing contained in these documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
- 17) **ERRORS AND OMISSIONS:** Bidder is not permitted to take advantage of any obvious errors or omissions in specifications.
- 18) **INTERPRETATION:** In the event that any provision contained herein shall be determined by a court of competent jurisdiction or an appropriate administrative tribunal to be contrary to the provision of law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal having jurisdiction over this Agreement and the interpretation thereof, or the parties hereto, so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision.
- 19) **LAWS AND ORDINANCES:** The bidder shall obey and abide by all of the laws, rules and regulations of the Federal Government, State of Michigan, Genesee County and the City of Flint, applicable to

the performance of this agreement, including, but not limited to, labor laws, and laws regulating or applying to public improvement, local government, and its operational requirements.

- 20) **LOCAL PREFERENCE:** Vendors located within the corporate city limits of Flint, Michigan may be given a seven percent (7%) competitive price advantage. Additionally, if the lowest responsible vendor is not located within the limits of the City of Flint, but is located within the county of Genesee and vendor does not exceed the bid of the lowest non-local bidder by more than three and a half percent (3 ½ %), the County vendor may have a competitive advantage. City of Flint Business is defined as a sole proprietorship, partnership, limited partnership, limited liability company, or corporation whose primary place of business is located within the corporate limits of Flint, Michigan. Business must have made a personal property tax filing with a city or township treasurer within Genesee County within the last 12 months, or who has paid a real property tax assessment to a city or township treasurer within the City within the last 12 months.
- 21) **MATERIAL WORKMANSHIP AND STANDARDS OF PERFORMANCE:** The bidder agrees to exercise independent judgment and to complete performance under this Agreement in accordance with sound professional practices. In entering into this Agreement, the City is relying upon the professional reputation, experience, certification and ability of the bidder. The bidder agrees that all of the obligations required by him/her pursuant to this Agreement shall be performed by him/her or by others employed pursuant to this Agreement shall be performed by him/her and working under his direction and control. The continued effectiveness of this Agreement during its term or any renewal term shall be contingent, in part, upon the bidder maintaining his/her operating qualifications in accordance with the requirements of federal, state and local laws. All materials furnished must be new, of latest model and standard first grade quality or best workmanship and design, unless otherwise expressly specified. Bidder, if required, must furnish satisfactory evidence of quality materials; offers of experimental or unproven equipment may be disregarded.
- 22) **MODIFICATIONS/CHANGES/PRICE VARIATIONS:** Any modification to this agreement must be in writing and signed by the authorized employee, officer, board or council representative authorized to make such modifications pursuant to the State law and local ordinances. Commodities subject to market price variation shall be considered on all term agreements subject to a 30-day advance written notification from the vendor. Such notice must be substantiated by a written price change from the manufacturer and shall be required for both price increases and decreases.
- 23) **NON-COLLUSION:** The bidder acknowledges that by signing this document that he/she is duly authorized to make said offer on behalf of the company he/she represents and that said bid is genuine and not sham or collusive and not made in the interests or on behalf of any person not therein named, and that he/she and said bidder have not directly induced or solicited any other person(s) or corporation to refrain from responding to this solicitation and that he/she and said bidder have not in any manner sought by collusion to secure to himself/herself and said bidder any advantage over any other bidder.
- 24) **NON-DISCRIMINATION:** Pursuant to the requirements of 1976 P.A. 453 (Michigan Civil Rights Act) and 1976 PA. 220 (Michigan Handicapped Rights Act), the local unit and its' agent agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a handicap that is unrelated to the person's ability to perform the duties of nondiscrimination provision identical to this provision and binding upon any and all contractors and subcontractors. A breach of this covenant shall be regarded as a material breach of this contract.

- 25) **SUBCONTRACTING:** No subcontract work shall be started prior to the written approval of the subcontractor by the City. A list of possible subcontractors shall be submitted with the bid. The City reserves the right to accept or reject any subcontractor.
- 26) **WAIVER:** Failure of the City to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.
- 27) **JURISDICTION OF OMBUDSMAN:** Any person, business or other entity submitting a bid or bid in response to a request by the City consents to be subject to the jurisdiction of the Ombudsman of the City of Flint and to comply with the respective Charter provisions governing the Ombudsman's duties, jurisdiction and powers.
- 28) **PREVAILING WAGE:** The successful bidder providing any contractual labor services must comply with all state and federal requirements and pay wages and fringe benefits as governed under the Davis Bacon Act.
- 29) **CITY INCOME TAX WITHHOLDING:** Contractor and any subcontractor engaged in this contract shall withhold from each payment to his employees the City income tax on all of their compensation subject to tax, after giving effect to exemptions, as follows:
- (a) Residents of the City:  
At a rate equal to 1 % of all compensation paid to the employee who is a resident of the City of Flint.
  - (b) Non-residents:  
At a rate equal to 1/2% of the compensation paid to the employee for work done or services performed in the City of Flint.
- These taxes shall be held in trust and paid over to the City of Flint in accordance with City ordinances and State law. Any failure to do so shall constitute a substantial and material breach of this contract.
- 31) **CONTRACT/PROCUREMENT DOCUMENTS:** The invitation for bids, instructions to bidders, bid, affidavit, addenda (if any), statement of bidder's qualifications (when required), general conditions, special conditions, performance bond, labor and material payment bond, insurance certificates, (if required), technical specifications, and drawings, together with this agreement, form the contract, and they are as fully a part of the contract as if attached hereto or repeated herein.
- 32) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP WITH SUBCONTRACTORS:** Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
- 33) **EFFECTIVE DATE:** Any agreement between the City and the contractor shall be effective upon the date that it is executed by all parties hereto.
- 34) **FORCE MAJEURE:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue.

- 35) **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Flint, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Flint, including the Project Manager, against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Flint, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Flint, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which may arise as a result of Contractor's acts, omissions, faults, and negligence or that of any of his/her employees, agents, and representatives in connection with the performance of this contract. Should the Contractor fail to indemnify the City in the above-mentioned circumstances, the City may exercise its option to deduct the cost that it incurs from the contract price forthwith.
- 36) **INDEPENDENT CONTRACTOR:** No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Contractor is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Contractor is not entitled to any benefits not otherwise specified herein.
- 37) **NO THIRD-PARTY BENEFICIARY:** No contractor, subcontractor, mechanic, material man, laborer, vendor, or other person dealing with the principal Contractor shall be, nor shall any of them be deemed to be, third-party beneficiaries of this contract, but each such person shall be deemed to have agreed (a) that they shall look to the principal Contractor as their sole source of recovery if not paid, and (b) except as otherwise agreed to by the principal Contractor and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and such person, each such person shall be deemed to have waived in writing all rights to seek redress from the City under any circumstances whatsoever.
- 38) **NON-ASSIGNABILITY:** Contractor shall not assign or transfer any interest in this contract without the prior written consent of the City provided, however, that claims for money due or to become due to Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- 39) **NON-DISCLOSURE/CONFIDENTIALITY:** Contractor agrees that the documents identified herein as the contract documents are confidential information intended for the sole use of the City and that Contractor will not disclose any such information, or in any other way make such documents public, without the express written approval of the City or the order of the court of appropriate jurisdiction or as required by the laws of the State of Michigan.
- 40) **RECORDS PROPERTY OF CITY:** All documents, information, reports and the like prepared or generated by Contractor as a result of this contract shall become the sole property of the City of Flint.
- 41) **SEVERABILITY:** In the event that any provision contained herein shall be determined by a court or administrative tribunal to be contrary to a provision of state or federal law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision. The invalidation of one or more terms of this contract shall not affect the validity of the remaining terms.
- 42) **TERMINATION:** In the event of a failure by Contractor to perform any material provision of this Contract, the City or DEQ shall give written notice of such breach to the Contractor. The City may allow up to five (5) days (the "cure period") to correct such a breach. City may terminate this Contract after such cure period if Contractor has not adequately corrected such breach in accordance with this Contract and City so notifies Contractor in writing of such termination



action. At such time, City shall pay Contractor only all charges and fees for the services performed on or before such termination date. Thereafter, in the event such termination, City, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, and procure the services of another contractor to complete the work covered under this contract. If a cure period is allowed, it will not negate any liquidated damage charges resulting from the contractor failing to meet the completion date.

In the event of a failure by City to perform any material provision of this Contract, the Contractor shall give written notice of such breach to the City along with at least five (5) days (the "cure period") to correct such breach. Contractor may terminate this Contract after such cure period if City has not adequately corrected such breach in accordance with this Contract and Contractor so notifies City in writing of such termination action. At such time, City shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

In the event a Court of competent jurisdiction enters an order holding that this Contract is invalid, illegal, or unenforceable, then either party may terminate the Contract. At such time, City shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

- 43) **TIME PERFORMANCE:** Contractor's services shall commence after receipt of the notice to proceed and shall be carried out per the specifications of this document.
- 44) **EVALUATION OF BIDS:** In the City's evaluation of proposals, at minimum; firm's written proposal, the qualifications of the firm, the overall fee structure, feedback from references, and all requirements set forth in this document shall be considered as selection and award criteria unless otherwise as specified. The City reserves the right to enter into negotiations with the selected vendor for further clarification, even though these negotiations may result in minor changes to specifications and pricing.
- 45) **FURNISHING OF BONDS:** Contractor shall furnish to the City at his or her own cost, performance and payment bonds in the amount of the contract price insuring that it shall fulfill all of the provisions of the contract documents, shall satisfactorily complete the Work, and shall make prompt payment to all persons furnishing material or labor required in prosecution of the Work as required by law. Bonds must be issued by a surety company. Contractor's bonds shall be accompanied by powers of attorney authorizing execution of behalf of the surety and Contractor, and must be countersigned by a duly authorized Michigan agent of the surety. Selected Contractors will have the option of bonding the full amount of their award or a partial segment (zone) of their award. If Contractors elects to segment their bonding, Contractor must obtain approvals for the previous bonded work and initiate a new bond for the next segment (or zone). This process will be repeated until contract is complete. Refer to section entitled "Scope of Work" #4 for additional information. The performance and payment bond contract price shall be established as \$ [(  $\frac{3}{4}$  " Partial Replacement Price Bid X 270) + (  $\frac{1}{4}$  " Full Replacement Price Bid X 330)].
- 46) **AMERICAN IRON AND STEEL (AIS) REQUIREMENTS:** The Contractor acknowledges to and for the benefit of the city of Flint ("Purchaser") and the Michigan Department of Environmental Quality (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the State Revolving Fund and/or the Drinking Water Revolving Fund and such law contains provisions commonly known as "American Iron and Steel (AIS)," that requires all iron and steel products used in the project be produced in the United States ("AIS Requirements") including iron and steel provided by the Contractor pursuant to this Agreement. The Contractor

hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the AIS Requirements, (b) all iron and steel used in the project will be and/or have been produced in the United States in a manner that complies with the AIS Requirements, unless a waiver of the requirements is approved or the State made the determination in writing that the AIS Requirements do not apply to the project, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the AIS requirements, as may be requested by the Purchaser. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

- 47) **INSURANCE REQUIREMENTS:** The Contractor shall notify all insurance agents and companies retained by the Contractor that these insurance requirements shall be included in any Agreement between the Contractor and the City of Flint. The Contractor shall purchase and maintain, at its sole expense and as long as it is providing services to the City, the following insurance coverage:

Commercial General Liability – Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

Minimum Limits:

- \$1,000,000 per occurrence/\$2,000,000 general aggregate
- \$2,000,000 aggregate for products and completed operations
- \$1,000,000 personal and advertising injury

Automobile – Michigan "no-fault" coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

Minimum Limits:

- No-fault coverages – statutory
- \$500,000 per person/\$1,000,000 per accident – bodily injury
- \$500,000 per occurrence – property damage
- A combined single limit of \$1,000,000 per occurrence

Workers' Compensation and Employer's Liability– Statutory coverage or proof acceptable to the City of approval as a self-insurer by the State of Michigan.

Minimum Limits:

- Workers' Compensation – statutory
- Employer's Liability - \$100,000 each accident/\$100,000 disease – each employee

- \$500,000 disease – policy limit

Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Contractor or any of its subcontractors. Coverage shall be effective upon the date of the Agreement and shall remain effective for a period of three (3) years after the date of final payment thereunder. Such coverage shall be endorsed to include any subcontractors hired by the Contractor.

Minimum Limits:

- \$1,000,000 per occurrence, \$1,000,000 annual aggregate

Insurance coverage shall cover all claims against the City of Flint, its officials and employees, arising out of the work performed by the Contractor or any subcontractors under the Agreement. Should any work be subcontracted, it shall be the responsibility of the Contractor to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Contractor shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to the City. All insurance companies must maintain a rating of B+, VIII or better from A.M. Best Company. Certificates of insurance with a thirty-(30) day cancellation clause shall be filed with and approved by the City at least five (5) days in advance of commencing work under the Agreement. Cancellation, material restriction, non-renewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the City.

The City reserves the right to request a complete certified copy of the policies for the above coverage's.

Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with the Agreement or any amendments thereto.

Depending on the subject matter of the transaction, the City may require other insurance coverage in addition to the coverage's contained herein.

**Proposal Submission**

Release date: Thursday, February 16, 2017 by 5:00 PM (EST)

Proposal Due Date: Friday, March 3, 2017 by 10:A0 PM (EST)

Submit to City: 1 printed, signed, original proposal and signed addenda,  
1 copy of all submitted documents  
1 unbound copy of proposal.

Send to:  
City of Flint  
Department of Purchases & Supplies  
1101 S. Saginaw St., Rm. 203  
Flint, Michigan 48502

**Important Notice:**

Effective immediately upon release of this request for proposal (RFP), and until notice of contract award, all official communications from proposers regarding the requirements of this RFP shall be directed to:

Derrick F. Jones 810 766-7340 djones@cityofflint.com

The City, or designee, shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this RFP. An addenda to this RFP may be developed and shared with all Vendors. Any other information of any kind from any other source shall not be considered official, and proposers relying on other information do so at their own risk.


### Anticipated Timeline Overview

Listed below are specific and estimated dates and times of actions related to this request for proposal (RFP). The actions with specific dates must be completed as indicated unless otherwise changed. In the event that it is necessary to change any of the specific dates and times in the calendar of events listed below, an addendum to this RFP will be issued.

Milestone	Timeframe
RFP issuance and release	Thursday, February 16, 2017 after 3:00 PM
RFP posted to City's website	Thursday, February 16, 2017 after 5:00 PM
Place Ad in Newspaper, periodicals	Ad will run on Sunday, February 19, 2017
Final Deadline to submit questions concerning proposal or information discussed during the pre-bid meeting.	Thursday, February 23, 2017 by 5:00 PM
City to issue an addendum to respond to any questions received and any outstanding issues.	No later than Monday, February 27, 2017
Proposal Due Date	Friday, March 3, 2017 before 10:00 AM (EST)
Review of proposals	March 6-10, 2017
Submit selected vendor(s) to City Council for review	Monday, March 13, 2017 (Committee Meeting), Monday, March 13, 2017 (Council Meeting)
If approved by City Council, selected vendors will be presented to RTAB for review	TBD

Any written questions regarding this project shall be directed to Derrick Jones @ [djones@cityofflint.com](mailto:djones@cityofflint.com) using the subject title of "RFP 17-564 - Question." Questions may be submitted before Thursday, February 23, 2017 before 5:00 PM (EST), and responses will be addressed in the addendum that will be issued no later than Monday, February 27, 2017.

Sincerely,



Derrick F. Jones,  
Purchasing Manager  
Department of Purchases & Supplies

## INTRODUCTION

### **Information about the City of Flint**

The City of Flint (the City, or COF), incorporated in 1855, is located in the eastern part of the State of Michigan. The City currently occupies a land area of 32.8 square miles and serves a population of 111,475 (2010 Census Estimate). The City is empowered to levy a property tax on both real and personal properties located within its boundaries, as well as a 1% income tax for those who live within the City limits, or .5% for those who only work within the City limits. The City does not collect a fee from its residents; however, a three percent (3%) millage is assessed on properties within the City's boundaries.

The City has operated under the strong mayor- Council form of government since November 4, 1975, when the present charter was adopted. Legislative authority is vested in a City Council consisting of nine members elected for a four-year term (no term limits), from each of the nine wards in the City. The City Council is responsible for passing ordinances, adopting the annual budget, approving resolutions, appointing committees, and other responsibilities as outlined in the City's Code of Ordinances. The Mayor is an elected official who serves as the chief executive officer of the City for a four-year term, in which he/she may be re-elected for additional terms. The Mayor may appoint a City Administrator to handle the day-to-day operations for the municipality. On November 29, 2011, the governor of Michigan appointed an emergency manager, pursuant to Public Act 4 of 2011, to handle all of the day-to-day operations for the City. Considerable progress was made in reducing the deficit, whereas by June 30, 2015 a positive fund balance was realized. As a result of many financial achievements of the City, Governor Snyder has declared that the City's financial emergency has been resolved. With oversight from a receivership transition advisory board (RTAB), City operations have returned have been partially returned to the Mayor and Charter-designated leaders.

### **Water Line Replacement Project**

An analysis of service lines has been performed for the City and it has been determined that there is a need to replace said service lines in different areas of the City. The focus of the replacement will be in neighborhoods with the greatest density of lead and galvanized service lines. Replacement of these service lines has been determined to be the best remedy in restoring the integrity of the drinking water system.

It is most recently estimated that there could be as many as 29,100 non-copper (partial or full) water service lines in the City of Flint. Approximately 22,500 of these could be to occupied parcels. This data will be continuously updated for later phases of service line replacement.

The City has received funding from the State and Federal Government for this project. Please note that contractors will have to comply with state and federal terms and conditions that are included in this proposal as articulated in Exhibit E. Contractors must review, comply, complete, and submit the appropriate documents that are included in this exhibit.

This RFP is for the fourth phase of service line removal which will include the removal and replacement of lead and galvanized service lines to as many homes as possible, with the goal to replace as many lead and galvanized lines as possible prior to the end of 2017. The City has designated the areas for service line replacement based upon a combination of the criteria discussed above – as well as census data and water sample results.

The City will continue to validate the accuracy of the City Water Department records on the composition of the residential service lines as well as gain further needed knowledge on the depth of the lines, soil composition, age of homes most likely to have a lead service line, the methods used for original line installation, the effects of the corrosivity on service lines, and to better assess the method and costs of service line replacement. Thus, successful bidders will be required to cooperate in data collection on all replacement locations.

### **Scope of Work**

#### **Requested Services**

The City is seeking a General Contractor, or the like, that has at least five (5) years' worth of experience in replacing service lines in order to perform the replacement of service lines to various residential homes/buildings located within the City of Flint. The selected vendor will have a designated individual who will perform as a "project manager," or like, in which the City will provide direction and receive timely updates as to vendor's progress on this project. This project work shall consist of replacing service lines by excavating streets and/or yard areas, removing existing lines, installing copper water service lines, extending service lines into the interior of houses, patching pipe penetration, and temporary restoration. Vendors should be capable of installing water service lines using trenchless technology and equipment. Vendors may submit proposals that utilizes a different methodology as described in this RFP, however, said methodology will have to be approved by the City and the vendor will have to articulate the full process in which they will install service lines within their proposal. If vendors are awarded a contract and are seeking to expand their workforce to accommodate the contract, the City encourages hiring and training (i.e. an apprentice program) residents that reside within the City's corporate limits in order to fulfill the vendor's requirements.

1. **Requirement** - All project installation work shall be completed in conformance with the general conditions and construction specifications established by the City of Flint, Michigan Department of Transportation (MDOT) and any other provisions established herein.
2. **Utilities** - The selected Contractor shall be responsible for obtaining utility locations from the MISS DIG System. Contractor shall be responsible for conducting an evaluation to assess the nature, depth and location of all sewer mains and laterals. If the contractor uses an installation method that requires the exposing of utilities, the contractor shall solely be responsible for the cost of the excavation, hand digging, and backfilling – regardless of the location of the utility. If the utility is located in a paved area, the contractor shall backfill to grade according to City of Flint standards (included). The City, or a designated contractor, will complete the paving work.
3. **Subcontractors** – The Contractor shall submit a list of all subcontractors that may be used on the project to assist with project work. The City will certify that they have checked SAM.gov to ensure no contractors are on the federal debarment/suspension list. All subcontractors must be approved by the City, and the City reserves the right to accept or reject any subcontractor.
4. **Contract Time** - The Contractor shall begin work immediately after receiving the notice to proceed from the City. Along with the notice to proceed, the City will provide a list of approximately half of the zone's total locations. The contractor shall complete all line replacements of said locations at an average pace of 4.5 locations per work day. If a contractor is awarded multiple zones, a timeline shall be maintained separately for each zone, beginning with the notice to proceed for that zone, and a pace of 4.5 locations per work day shall be performed for each zone. Work day shall be considered Monday-Friday excluding all City of Flint holidays.

Construction work will not be allowed on Saturday or Sunday without approval from the COF Water Services Dept, Streets Dept, and BSI Department (if a plumbing permit was necessary). Any cost incurred for overtime utilized to stay on schedule will be at the contractor's expense.

Locations may be removed by the City of Flint if new information deems replacement at those addresses impossible or unnecessary. The contractor will be notified by the City as soon as that information is available. The City may offer replacement addresses in the same vicinity.

The City may also add locations if new information deems a replacement is necessary. Once the first half of a zone has been completed, the contractor may continue with the second half if a full performance bond has been posted (See "Instructions to Vendors – Item #45). If the contractor has only posted a performance bond for half of the zone work, the contractor must obtain all required approvals for the completed work, and initiate a new bond for the second half prior to commencing work on the next half. A second notice to proceed will be issued, after receipt of the new bond, for the second half of the zone.

5. **Liquidated Damages** – Liquidated damages will be assessed for failure to meet the above schedule. Liquidated damages of \$1,550 will be assessed per work day (Monday-Friday) after the contract completion work days (as calculated by the number of locations divided by 4.5) has expired. Liquidated damages will be assessed upon completion of the total zone addresses. Each half zone will be considered separately. Time extensions will only be granted for delays not caused by the Contractor or the Contractor's methods. Time extensions shall also not include standard construction delays such as utility issues, problems locating facilities, lack of coordination with residents due to the contractor, or a delay of up to an hour for City Inspection. The contractor shall maintain a log of all other delays and shall submit the list by email no later than 72 hours after the end of each work week. Upon verification and approval by the City, the time will be added as a work day extension in increments of 1/8 day. Delay shall also be divided by the total number of crews working in each zone.
6. **Resident Communication/Permission** – The City will provide a general communication piece for the residents as it relates to what the project entails, along with a copy of a consent agreement that will be executed by the home owner. Vendor will have to communicate with awarded neighborhoods and residents to provide this information and to obtain the required signatures. Vendor is to inform residents of the work that will be performed along with a time frame in which a resident's home will undergo construction. The vendor will allow adequate time to provide the property owner and/or resident five (5) calendar days advance notice of the day work is to occur on their property. Notification of water shutoff shall also be provided to the resident on the morning of the day work is to be performed. Information disseminated to residents must reflect any instructions that will have to be performed by the homeowner (resident) during and after the construction.
7. **Coordination of Work with City Representatives** – Contractor will be responsible for notifying designated individuals at the City of Flint Streets, Water Services and BSI departments, as well as the designated City project manager. The Water Services Dept intends on installing new water meters at the time of replacement. This labor will be performed by City crews.
8. **Suspension of Operations** - The City or DEQ can suspend operation of work without cost to the City/DEQ if the Contractor has failed to correct unsafe conditions, failed to carry out provisions of the contract, conditions deemed to be in the public interest, when City has determined that additional excavations in needed prior to installation of service

lines, and when quality or quantity of work being performed is not in adherence to the project specifications or schedule.

9. **Permits** – Vendor will be responsible to obtain any required permits prior to commencing work – including the excavation permit, street cut permit, water services permit and the plumbing permit (if needed – any movement of the meter or an alteration/extension beyond the meter will require a plumbing permit). NO PERMIT FEES WILL BE CHARGED TO THE CONTRACTOR for required work on this contract. A certificate of approval from the Water Services Dept will be required prior to payment for any location. Approvals from the Streets Dept and any Plumbing Permits will be required prior to retainer release.
10. **Contract Work Schedule and Project Coordination** – Vendor shall be responsible for coordinating and scheduling all project work to avoid conflicts with other construction activities occurring in and near project areas. The contractor will also be required to coordinate with government or university representatives taking water and/or pipe samples, and COF Water Services who will install new meters.
11. **Traffic Control** - Contractor shall be responsible for the placement, maintenance, and removal of all traffic control signs, barricades and fencing necessary to protect the public and residents from injury. No work shall be allowed after sunset without proper lighting and clothing per the current MMUTCD and MDOT Specifications for Construction. Work after sunset is at the contractor's expense and shall be completed by 8pm. Any work on major streets will require a work zone traffic control set-up, and must be coordinated with City representative Rod McGaha. You may contact Mr. McGaha @ 810-766-7135 then press 8.  
Whenever small openings such as "window cuts" are made in a road pavement that must remain open to traffic during the time there is no work activity, they shall be covered with steel plates. The steel plates shall be of adequate size and thickness (minimum ¾") to support all legal axle loads and shall overlap existing pavement by at least two feet on all sides of the hole.
12. **Service Line Installation Procedures** – Non-standard (lead and galvanized iron pipe) water service lines may exist between the watermain and curb box; or between the curb box and water meter located inside the house (or in a meter pit outside of the house/building). In other instances, the entire water service line from water main to meter may consist of non-standard materials. Contractors will perform the work as follows:

**Pre-construction Procedures**

- a) \_\_\_\_\_ Contact Property Owners and Residents as stated above. Obtain Private Property Consent for access. Prior to conducting any construction work, the contractor is to document asking the homeowner what appliances and fixtures have water connections and explain that those items need to be properly flushed out with any sediment catching devices removed (filters, aerators, etc.). The flushing is to be performed by the contractor, and the contractor shall document that the flushing was performed properly and filters, aerators, etc. were replaced after completion. For partial replacements where homeowner permission was not granted, the contractor is to leave instructions stating the above information for the property owner and document when and where the information was delivered. All documentation shall be submitted to the City on a regular basis.
- b) \_\_\_\_\_ Obtain Water Service Replacement Permits (No Charge)
- c) \_\_\_\_\_ Submit Indemnification Insurance Certificates to the City of Flint – Finance Department



- d) \_\_\_\_\_ Notify City of Flint – Department of Transportation – Traffic Engineering, a minimum of 3 working days of Temporary Maintaining of Traffic Plans for streets affected by water service replacements. Also notify Department of Water Services, and Department of Building Safety and Inspection.
- e) \_\_\_\_\_ Notify Miss Dig 72 hours prior to construction.
- f) \_\_\_\_\_ Provide video of outside property and house interior (vicinity of meter) prior to start of construction.
- g) \_\_\_\_\_ Provide video of the sewer lateral from main to building prior to start of construction.
- h) \_\_\_\_\_ Provide a communication plan for all awarded areas.
- i) \_\_\_\_\_ Contact the DEQ or the water sampling agency at least five days prior to replacement, so water sampling can be done.

\*\* A procedure for watermain emergency work will be provided to the contractor. All valve turning and watermain work shall be completed by the COF Water Services Dept.

### **Construction Procedure**

#### **Typical Site (residential home on residential street) Procedure/Specification:**

\*\* The contractor shall be responsible to assure all valves serving the house/building are turned off to prevent particles from entering the water system. No segment of the water service line shall be used for water service until all non-standard segments are replaced.

- a) \_\_\_\_\_ Locate starting excavation area per location (Watermain or Curb Stop)  
Water Services will mark the water infrastructure to the best of their ability. It is the contractor's responsibility to trace and locate the curb stop/box and watermain connection. In most cases, these connection locations may not be clearly apparent without investigation. No additional payment will be made for locating work.
- b) \_\_\_\_\_ Excavate to identify water service material
- c) \_\_\_\_\_ If lead or galvanized material is identified, replace the service line segment, curb stop with box, and connections. If a ¾" or 1" corporation is in good, working order – the contractor is to use the same corporation. On larger lines, the corporation is to be re-tapped and the Contractor shall seek guidance from the COF Water Service Center. All connections shall be per the Plumbing Code. See Appendix #3 for a list of Specified materials and Approved Parts. Replacement lines shall be ¾" Type K Copper. If a service larger than 1" is found, notify the Water Services Dept. for a replacement size decision. Water services are to be installed a minimum 48" below the surface and shall be 60" below roadways. Water services need to be at 90 degrees to curb stop and corporation connections, no curving or looping of copper at any location along the alignment of the new water service being installed. There shall be no other joints or connections between the watermain and curb stop, or curb stop and meter. If work is required on water main, it shall be completed by City of Flint Water Service Center personnel only.

- d) \_\_\_\_\_If lead or galvanized material is identified in a segment not intended to be replaced, notify the City immediately.
- e) \_\_\_\_\_Water service lines shall be perpendicular to buildings and main having no curves between building and main (preferred, if possible). Trenchless installation of water services using push bores, directional drilled, cable method and other approved methods shall use standard, approved construction methods. The contractor shall submit a boring plan detailing equipment, materials and procedure to be used prior to beginning work. Contractor will be responsible for approved repair to any damaged utility facilities at no additional cost to the contract.
- f) \_\_\_\_\_All excavations necessary to complete the water service replacement (under roadways, curbs, driveways, approaches, and sidewalks must follow the attached utility trench details to at least 95% of the materials maximum density. All such excavations shall be capped off with a minimum of 8" of 23A limestone aggregate in the thickness under sidewalks, driveways, and approaches. A minimum of 12" of 23A limestone is required under all roadways and curb lines. These temporary restorations will be maintained by the vendor until the City has performed the final restoration. The vendor will be responsible for maintaining these areas for a maximum of 30 calendar days.  
\_\_\_\_\_All excavations with the lawn/green belt areas are to be backfilled with the excavated material, well graded and free of any debris. These excavations will be filled to the level of the adjacent ground and left smooth. Final restoration will be performed by the City or a designated contractor.

**Post-Construction Items**

- a) \_\_\_\_\_All joints, fittings and valve connections shall be exposed during a test period. The vendor will contact the City (the Water Service Center) in order for an inspection to be performed to ensure that work has been done correctly and to properly record the work for the City's annals. All newly installed service lines shall be flushed for at least two (2) minutes and pressure tested in accordance with the City of Flint specifications. Testing shall consist of installing a pressure gauge on the water service line to normal water main pressure. The test is run for five (5) minutes, and if there is no loss in pressure during the period, the service line will be considered as having passed the pressure test. The contractor shall locate and repair service lines which do not pass the pressure test.
- b) \_\_\_\_\_After reconnection of the service line, flushing protocol will commence by running an outside faucet for a period of at least fifteen minutes to further flush any foreign material from the service line, and then flushing of all taps for at least fifteen minutes. Vendor will advise resident to continue to use filter for a period of until further notice.
- c) \_\_\_\_\_All work on replacing water service is completed, including "temporary" restorations in paved areas and permanent restoration in green areas.

- d) \_\_\_\_\_ All documents related to replacing the water service line have been completed. A website link will be provided to the Contractor which will bring up a form to be completed. Minor additional documentation may be required for invoicing.
- e) \_\_\_\_\_ All documents provided to all necessary agencies including the City of Flint Water Service Center.
- f) \_\_\_\_\_ Provide video of the sewer lateral from main to building to ensure the sewer line was not damaged.
- g) The contractor shall conduct an inspection of the internal plumbing to determine potential impacts on fixtures due to the replacement work. This inspection will be documented.
- h) \_\_\_\_\_ Proper inspections must be performed by City Departments (BSI, Street Maintenance, and Water Service Center)

13. **Meetings and Documentation** –Vendor will be required to submit daily reports documenting their work at each location. Vendor will also be required to participate in pre-construction meetings as needed to ensure all parties are in agreement.
14. **Standard Replacement Specifications** - Except for excavations necessary to expose the water main and curb box, service lines shall be installed by use of trenchless technology methods unless otherwise approve by the City of Flint. The preferred method for replacing lead services is the cable method, which involves the use of a cable placed inside the existing lead service line with the new replacement copper line attached on the other side. The cable is then pulled using a winch or backhoe bucket to remove the old service line while pulling in the new copper line. This process is used separately for the service line between the main and curb box and between the curb box and house. If the old service line cannot be removed by the cable method, the new service line would need to be installed by use of boring equipment.
- A. From Water Main to Curb Box (Public Partial)  
For non-standard service lines located between the water main and curb box, the vendor shall excavate the service line at two locations; at the water main, which is typically located beneath the street pavement, and at the curb box, typically located near the sidewalk. The old service line will then be disconnected at the water main and curb stop and a new copper service line is then installed. The new copper service line will then be connected to the old corporation valve on the existing water main using appropriate adaptors and fittings. Existing corporations are typically ¾" in diameter and transition fittings may be required for connection to the new service lines. If a standard service line (copper) exists between the curb box and house/building, the vendor will connect the new service line to the existing curb box after first flushing the new service line from main to curb box. The City is requiring that vendor replace the curb stop at these locations.
- B. From Curb Box to House (Private Partial)  
For non-standard lines located between the existing curb box and house, the vendor shall excavate and replace the curb stop/box, which is typically located near the sidewalk or property line. The water service line inside the house/building on the inlet side of the water meter shall also be disconnected by the vendor. The opening in the wall at the location where the service line extends through the foundation of the house/building shall then be enlarged by the contractor if necessary. The new copper service line will then be installed between the house and curb box. The vendor shall extend the new service line into the home/building and connect the line

to the water meter. If it is necessary to use boring equipment to install the service line, the boring equipment shall bore through the foundation/basement wall of structure and the old service line shall be abandoned on the inside of the basement wall by removing at least two (2) inches of the lead service lines from within the basement wall, filling the interior of the remaining pipe with mortar. If it becomes necessary for the vendor to excavate on the outside of the building foundation to facilitate installation of the water service line, such work shall be completed in a manner that causes the least amount of disruption to yard areas and other locations near the home/building. The vendor will contact the City (the Water Service Center) in order for an inspection to be performed to ensure that work has been done correctly and to properly record the work for the City's annals.

C. From Water Main to House (Full)

Where the entire water service line (water main to building) consist of non-standard materials, the vendor shall follow the installation procedures described above and also install a new curb stop valve and curb box near the sidewalk at a location approved by the City. The vendor will contact the City (the Water Service Center) in order for an inspection to be performed to ensure that work has been done correctly and to properly record the work for the City's annals.

D. Copper Service Line Found from Water Main to House

Where the entire water service line consists of standard materials (copper) from the main to the house, the vendor shall place a new curb box and restore the site to original conditions. The vendor will contact the City (the Water Service Center) in order for an inspection to be performed to ensure that work has been done correctly and to properly record the work for the City's annals.

In all cases, prior to reconnecting the water meter, the new service line shall be thoroughly flushed with sufficient water volume and velocity to remove all foreign material from within the pipe. If material within the pipe damages or plugs a customer's meter or service piping, the vendor shall be responsible for the cost of all repairs to the service line and related plumbing.

After reconnection of the service line, flushing protocol will commence by running an outside faucet for a period of at least fifteen minutes to further flush any foreign material from the service line, and then flushing of all taps for at least fifteen minutes. Vendor will advise resident to continue to use filters until further notice.

**15. Unusual Replacement Situations -**

- A. In the event that a shared service line is discovered, the Contractor shall place separate service lines to each home and shall be paid separately for each service line.
- B. In the event that an abandoned house lead is encountered, the Contractor shall cut and cap the service line to the abandoned house at the main. The Contractor shall note the abandoned home and the disposition in weekly reports.
- C. In the event that tree or tree roots prevent installation, a bid item for tree removal is included in this document. The bid item shall include all work necessary to eliminate the tree and roots from interfering with the installation, as well as the stump grinding or restoration necessary to bring the yard to a uniform grade. If a tree is an issue, notify the Water Services Department for a decision on whether the tree should be removed or a relocated line shall be used prior to taking action.
- D. In the event that a partial service line is expected, but it is found that a full replacement is needed, the Contractor shall perform a full replacement at the proper bid item price.

- E. In the event that a line is excavated and found to be copper, the Contractor shall place a new curb box, backfill and restore the excavated area. A bid item is established to pay for this situation.
16. **Excavation** – Vendor shall furnish all labor, equipment and materials necessary to expose all necessary appurtenances to replace the existing water service line as directed. Except where otherwise approved by the City, vendor will saw cut pavement/curb/sidewalk to an appropriate dimension to carry out the appropriate repair, and the excavation and installation process shall be performed in a manner to allow placement of the new service line at a final cover depth of (five) 5 to (six) 6 feet below finished grade regardless of the depth of the existing water service or water main. Pavement cuts are expected to be no larger than 10'x10', curb removals no more than 10' and sidewalk removals of no more than 2 flags. Excessive damage will not be tolerated and will be charged against the retainer. Larger removals necessary for safety shall be reviewed with City staff. The pavement sawcut shall be clean and square. If the sawcut edge is damaged during construction, it shall be re-sawcut upon construction completion. If excavated roads contain pavement bricks, the bricks shall be excavated in a manner that minimizes damage to the bricks. The bricks shall then be set in a safe location for City personnel to retrieve, and the Streets Department notified. No additional compensation will be granted for the salvaging of the bricks. Except where otherwise approved by the City, all excavations necessary to complete the water service replacement (under roadways, curbs, driveways, approaches, and sidewalks) must follow the utility trench details (see Appendix 1) to at least 95% of the materials maximum density. Compaction within the influence of water, sewer or storm lines shall be completed with a plate compactor. All such excavation shall be capped off to final grade with a minimum of 8" of 23A limestone aggregate in the thickness under sidewalks, driveways, and approaches. A minimum of 12" of 23A limestone is required under all roadways and curb lines. These temporary restorations will be maintained at the contractor's expense until the City has performed final restoration (up to 30 days). All excavations within the lawn/green belt areas are to be backfilled with the excavated material, well graded and free of any debris. These excavations will be filled to the level of the adjacent ground and left smooth. The City or a designated contractor will perform final restoration of lawn and green belt areas.
17. **Resident Courtesy** – The contractor, subcontractors, and all members of the construction crew shall continuously use all courtesies when working with the residents and their property. Such practices include, but are not limited to, using foot covers when inside the home, using electric saws, and performing dust control to minimize any air contamination. Contractors shall minimize property disturbance to the minimum necessary disturbance in order to complete the replacement work.
18. **Service Line Material** – Any service line material removed from the ground is City property and shall be given to Water Service personnel or delivered to a location specified by the Water Services Dept.
19. **Contaminated Soil** – If unknown areas of contaminated soils are encountered, the Contractor shall notify the DEQ and City. The Contractor shall share the plan of action for the contaminated soil area with the DEQ and City prior to implementation. Storage and disposal of contaminated soil shall be in accordance with all local, State and Federal solid and hazardous waste laws and regulations.
20. **Spills** – Contractors shall clean up all leaks and spills from containers and other items on or off site. Immediate containment shall be taken as necessary to minimize the effect of any spill or leak. The City shall notify the DEQ and City of the incident. Cleanup shall be in accordance with applicable Federal, State, and Local laws and regulations at no additional cost to the DEQ or City.

21. **Storage of Materials and Equipment** – Contractors shall make all arrangements and provisions necessary for the storage of materials and equipment. Materials and equipment shall be kept neatly and compactly stored in locations that will cause a minimum of inconveniences to other contractors, public travel, residents, tenants, occupants, and businesses. Replacement material shall be stored in a secured location. Selected Contractors will have to obtain permission from property owners in order to store materials and equipment.
22. **Cleanup of Soils, Waste, Rubbish, Debris, and Litter** – Contractor shall remove and dispose of any soils, waste, rubbish, debris, and litter in accordance with federal and state law and local ordinance.
23. **Safety** - Vendor(s) will furnish the City written detailed safety procedures that will be instituted to maintain selected vendor(s) and their subcontractor employee's safety on awarded job sites. The procedures should address the manner in which vendor will meet the following requirements:
  - A. Vendor will adhere to all safety procedures (or processes) that have been mandated by all applicable federal and state safety regulations, safe practice, using materials, tools and rigging of a safe character. Vendor shall strictly comply with these laws, rules, and regulations including, but not limited to, OSHA and MIOSHA requirements, including without limitation MIOSHA "Right to Know" obligations, Michigan Occupational Safety and Health Act of 1974, and shall provide documented evidence of compliance upon request.
  - B. Vendor shall provide and use all necessary guards, railings, barricades and other protective devices to permit a safe working environment for vendor's employees, other contractors in the area of work site, City employees, and the public.
  - C. The employees of the vendor shall wear the appropriate safety protective gear such as safety glasses, side shields, hearing protection, and any other gear deemed required to wear within construction site.
  - D. Vendor shall comply with OSHA and MIOSHA confined space requirements and procedures.
  - E. Vendor must make the City aware of safety violations or any injuries that have occurred on job sites.
  - F. Vendors shall wear an identifiable badge at all times. Entry into houses will be limited to authorized workers whose duties are to complete inside work.
24. **Warrant** – Vendor(s) warrants the Project will be habitable and constructed in a good and workmanlike manner and free from defects in material and workmanship for a period of one year following the date of completion
25. **Results to date** – The following information is for informational purposes only. The City of Flint makes no claims that this information will be applicable to the zones of construction in this RFP. Bidders are expected to make their own determination of approximate line lengths and replacement locations for bidding purposes through field review and/or other sources:

Results from the first over 700 replacements:

Average Length of Public Side Partial Replacement Only:	25 Ft (50% of Total)
Average Length of Private Side Partial Replacement Only:	30 Ft (3% of Total)
Average Length of Full Replacement:	67.5 Ft (47% of Total)
Average Length of all Replacements:	45 Ft
Average Occurrence of a Full Copper Line at a Location:	1 in 6.8

## **APPENDIX**

**Appendix 1 – City of Flint Backfill Requirements**

**Appendix 2 - A plan view sketch of service line replacement**

**Appendix 3 – Approved Parts List**

**APPENDIX 1**

**CITY OF FLINT BACKFILL REQUIREMENTS**

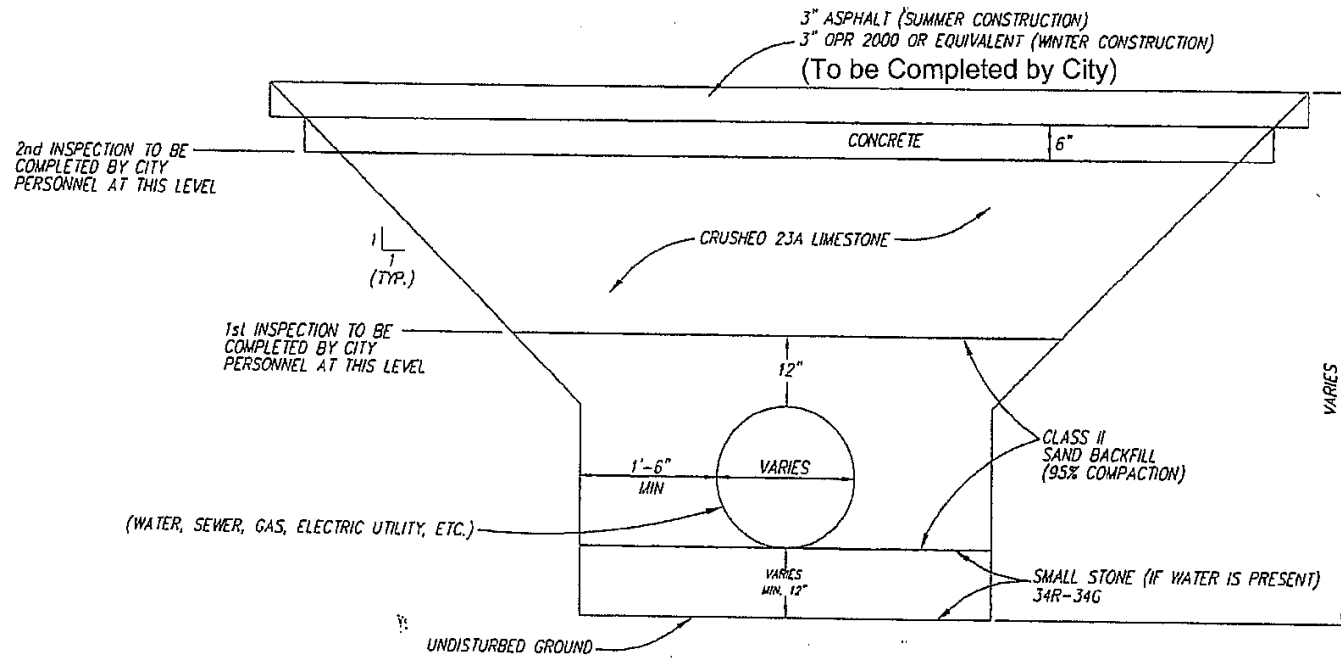


## Appendix 1 – City of Flint Backfill Requirements

### UTILITY TRENCH EXCAVATION (for repair/replacement of public or private utility)

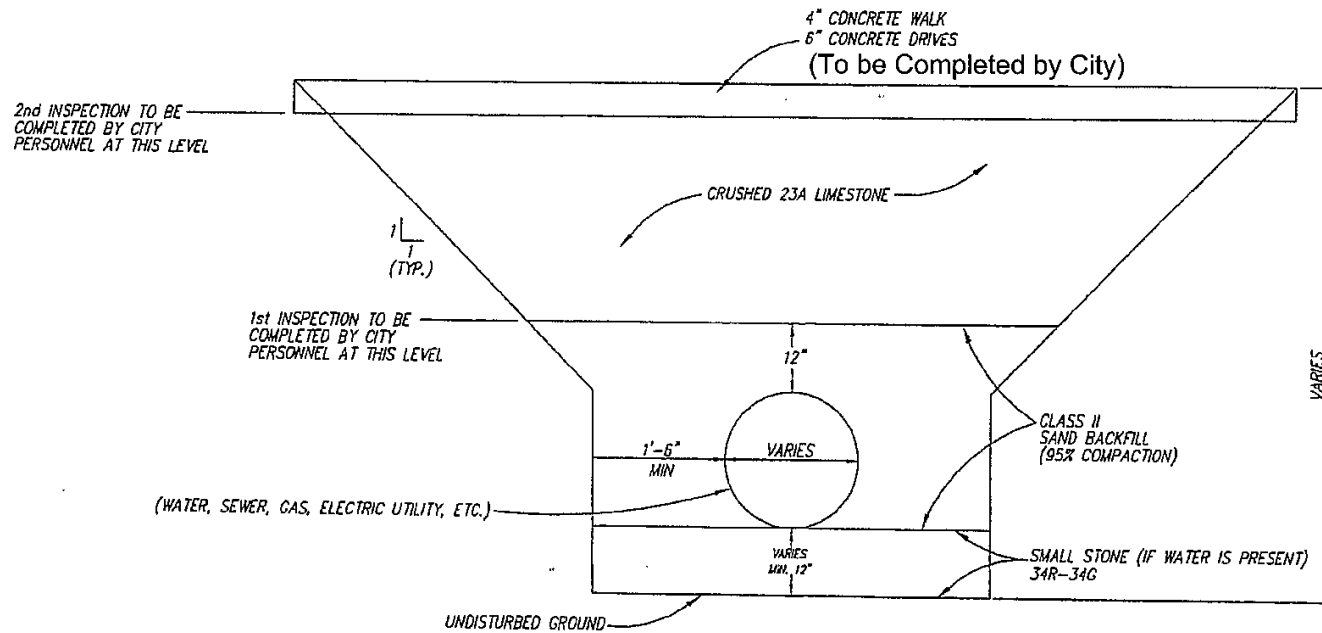
- Provide a safe working excavation by providing bracing (trench box, sheeting, etc.). If needed, cut back slopes to stable conditions.
- Clear excavation around utility to be repaired/replaced. Provide excavation to “good” piece of utility plus two (2) feet. Excavate to a minimum of twelve (12) inches below utility or sound material (judgment call in the field).
- If excavation is wet, attempt to pump it “dry” and stable. If it can’t be pumped “dry” place small stone (pea stone) in bottom of excavation up to bottom of utility.
- Complete utility repair/replacement.
- Place Class II sand backfill up both sides of utility. This shall be compacted in no more than twelve (12) inch lifts. If diameter of utility is less than twelve (12) inches, compact once backfill is at top of utility. Continue with class II material until twelve (12) inches above utility.
- Place crushed 23A limestone to within approximately nine (9) inches (winter construction) or three (3) inches (summer construction) of finish grade.

UTILITY TRENCH DETAIL  
UNDER ROADWAY



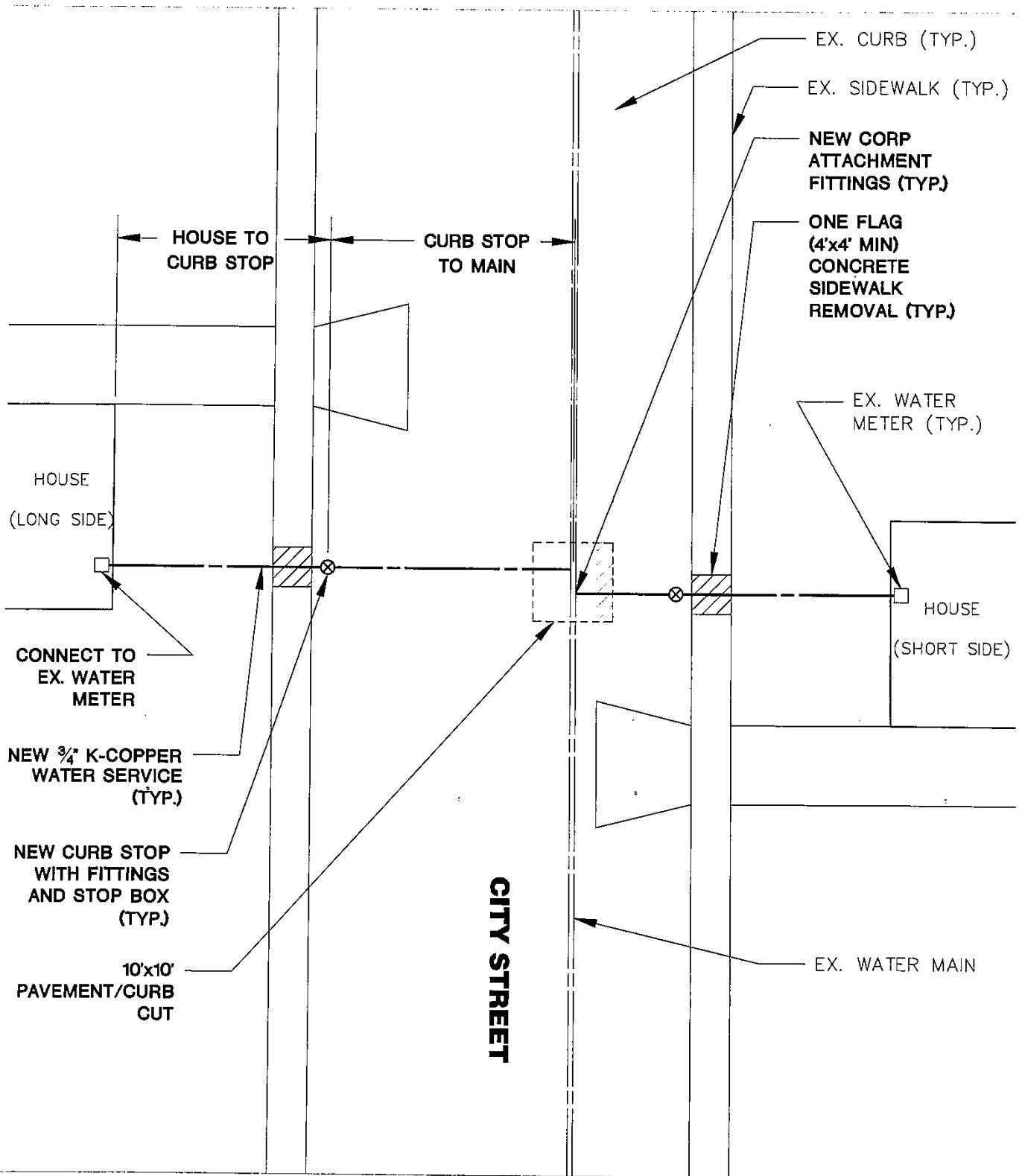
# UTILITY TRENCH DETAIL

UNDER SIDEWALK



**APPENDIX 2**

**A PLAN VIEW SKETCH OF SERVICE LINE REPLACEMENT**



Appendix #2  
CITY OF FLINT  
WATER SERVICE REPLACEMENT  
PLAN VIEW SKETCH

**APPENDIX 3**

**APPROVED PARTS LIST**

**Appendix #3 - Approved Parts List**

ITEM ID	DESCRIPTION	YOM
6700002000	A.M.S. w/handles 3/4" Ford #KV23-332, HT-3	EA
6700146000	Corporation Sto0p, Cop 3/4" Ford #F-600-3	EA
6700116000	Coupling, cop-cop 3/4" Ford #C22-33	EA
6700125000	Coupling, cop-iron 3/4" Ford #C28-33	EA
6700175000	Coupling, cop-cop 3/4" Ford #C44-33	EA
6700160000	Curb stop, cop 3/4" Ford #Z22-333	EA
6700246000	Curb stop, iron 3/4" Ford #Z11-333	EA
6700178000	Coupling, iron 3/4" Ford #Q28-33	EA
6700439000	Valve, cop 3/4" Ford #B21-233D-HB-2	EA
6700439020	Valve iron, 3/4" (iron C&W) Ford #B11-233D-HB-2	EA
6700002040	Coupling, Meter 3/4" x 2." Ford #C38-23-2.5	EA
6700133000	Coupling, Compression 3/4" Ford #C84-33	EA
6700237050	Coupling, angle meter 3/4" Ford #L38-23	EA
6700147000	Corporation stop 1" Ford #F-600-4	EA
6700118000	Coupling, cop-cop 1" Ford #C22-44	EA
6700114000	Coupling, cop-iron 1" Ford #C28-44	EA
6700176000	Coupling cop-cop 1" Ford #C44-44	EA
6700157000	Curb stop, cop 1" Ford #Z22-444	EA
6700246020	Curb stop, iron 1" Ford #Z11-444	EA
6700171000	Coupling, iron 1" Ford #O28-44	EA
6700001000	A.M.S. w/handles 1" Ford #KV23-444-HT-4	EA
6700002020	Meter adapter, brass 1-1/2" - 1" Ford #A46	EA
6700135000	Coupling, compression 1" Ford #C84-44	EA
6700145000	Corporation stop, cop 2" Ford #F-600-7	EA
6700117000	Coupling, cop-cop 2"	EA

	Ford #C22-77	
67001400100	Coupling, cop-iron 2": Ford #C28-77	EA
6700120000	Coupling, cop 2" Ford #C44-77	EA
6700158010	Curb stop, cop 2" Ford #B22-777	EA
6700158020	Curb stop, iron 2" Ford #B11-777	EA
6700002030	Meter adapter, brass " to 1" Ford #A47	EA
6700002060	Coupling, flanged " Ford #CF31-77	EA
8800000000	Gasket, 3/4", 100 per box Ford #GT-114	EA



**EXHIBIT A  
CHECKLIST OF ITEMS REQUIRED FOR SUBMISSION  
OF PROPOSAL 17-564**

Vendors must complete this sheet and submit with their bid, along with the following items:

- \_\_\_\_\_ Checklist form
- \_\_\_\_\_ Cost information
  - Completion of Bid Analysis forms – Exhibit D
- \_\_\_\_\_ Capacity information
  - Vendor has to provide information on their capacity to perform the work outlined in the proposal
- \_\_\_\_\_ Experience and qualifications
  - Describe experience your company has in providing similar services (include number of years).
  - Identify all subcontractors (if applicable) and provide same information as proposed vendor. Vendor is to include the name of the landfill in which waste and compost will be disposed for the period of this contract. The City may request financial information of said landfill at a later date.
  - Describe how your company meets or exceeds the minimum qualification of the services requested.
- \_\_\_\_\_ References
  - Supply at least three (3) references of municipalities (city, county, township, etc.) or communities (or developments) that are similar in size to this request. Please include customer's name, dates of contracts, summary of services provided, reference contact name, phone number, and address.
- \_\_\_\_\_ Other
  - Any information that the vendor would like to submit with their proposal
- \_\_\_\_\_ Bid bond
- \_\_\_\_\_ Completion of Collusion Form - Exhibit B
- \_\_\_\_\_ Completion of Bid Form and Affidavits – Exhibit C
  
- \_\_\_\_\_ Complete and submit requested information (documents) in Exhibit E (Vendor must submit DBE Utilization Good Faith Efforts Worksheet as part of bid submission. Document can be found in Exhibit E Attachment 1)

**Please note: failure to submit the above items will result in a rejection of your bid.**

EXHIBIT B

**Non-Collusion Affidavit**

State of \_\_\_\_\_:

s.s.

County of \_\_\_\_\_:

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my Firm, its Owner, Directors and Officers. I am the person responsible in my firm for the price(s) and the amount of the bid.

I state that:

1. The price(s) and the amounts of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of the bid, and neither the approximate price(s) or the approximate amount of the bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a discussion with, or inducement from, any firm or person to submit a complementary or noncompetitive bid.
5. \_\_\_\_\_, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I state that \_\_\_\_\_ understands and  
(Name of my Firm)

Acknowledges that the above representations are material and important, and will be relied on by the City of Flint in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Flint of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Position/Job Title)

Notary Seal:

**EXHIBIT C**

**BID FORM**

**Replacement of Lead Service Lines**

**ARTICLE 1 – BID RECIPIENT**

- 1.1 This Bid is submitted to:  
 City of Flint  
 1011 S. Saginaw St.  
 Flint, MI 48502
- 1.2 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

- 2.1 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

- 3.1 In submitting this Bid, Bidder represents that:
  - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the area, conducted a thorough, alert visual examination of the complete areas, and become familiar with and satisfied itself as to the general, local, and area conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any

Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Documents.
- G. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- H. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.1 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

I state that \_\_\_\_\_ understands and  
(Name of my Firm)

Acknowledges that the above representations are material and important, and will be relied on by the City of Flint in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Flint of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Position/Job Title)

**EXHIBIT D  
 BID ANALYSIS FORM**

**VENDORS MUST COMPLETE THESE SECTIONS**

**SUBCONTRACTOR LIST – LIST ALL SUBCONTRACTORS THAT WILL BE UTILIZE FOR THIS PROJECT AND THE SERVICES THAT WILL BE PROVIDED BY SAID SUBCONTRACTOR:**

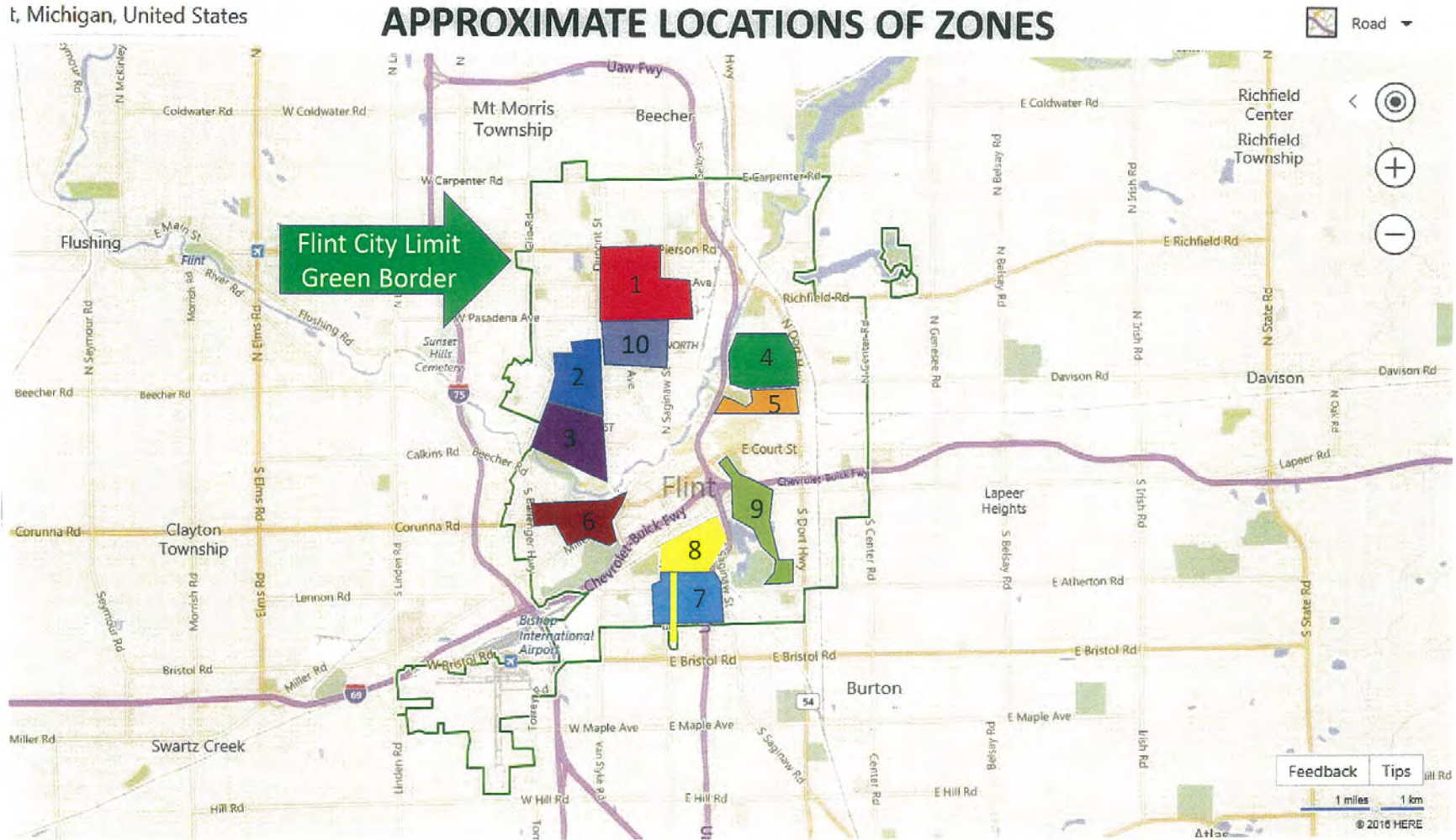
Name and Address of Subcontractor:	Services provided:

**WATER SERVICE LINE REPLACEMENT ZONES –**

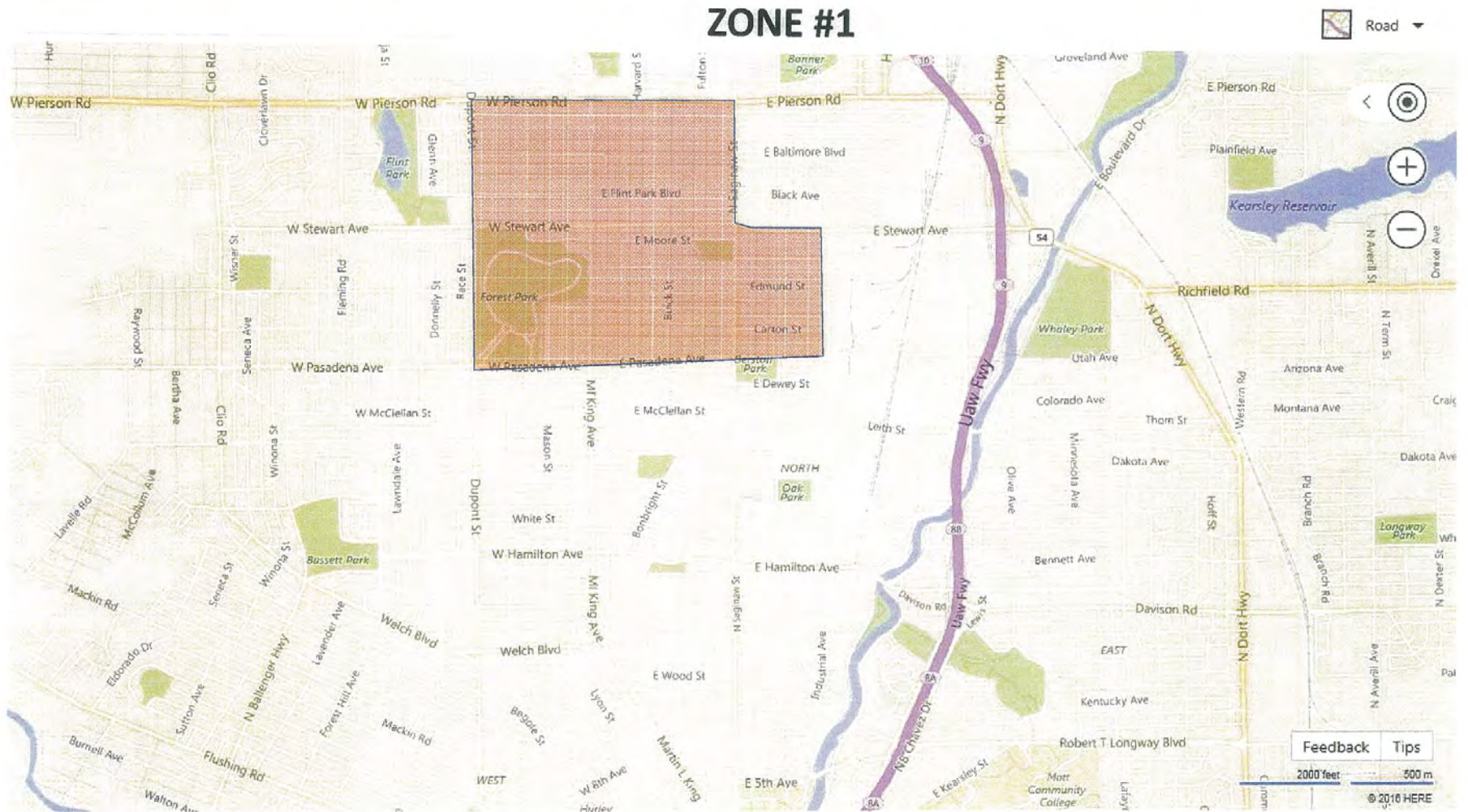
1. There are 9 zones of approximately 600 replacement addresses that are outlined on attached maps and attachment which are included in this document. Work performed at each address could vary depending on the composition of water service line from the main to curb stop and curb stop to home.
2. Approximate zone locations, actual addresses and expected service line material makeup are provided. This data is provided for informational purposed only and the City cannot guarantee the accuracy of the service line materials listed or the status of a home until the time of replacement.
3. Locations may be removed by the City of Flint if new information deems replacement at those addresses impossible or unnecessary. The contractor will be notified by the City as soon as that information is available. The City may offer replacement addresses in the same vicinity.
4. Zones #3 and #6 – All locations along the CRIM path shall be completed by June 26 to allow the City adequate time to restore the areas.
5. Zone #8 – Fenton Road in this area will be under construction beginning mid-late Summer 2017. Contractor shall coordinate work to ensure no residents are trapped between work zones.
6. Contractors are expected to perform replacement work located within a zone if notified prior to completing all work in that zone – even if the contractor has left that immediate block or area – at no additional compensation. i.e. – Permission is obtained for a replacement after the contractor has completed that block.

t, Michigan, United States

# APPROXIMATE LOCATIONS OF ZONES

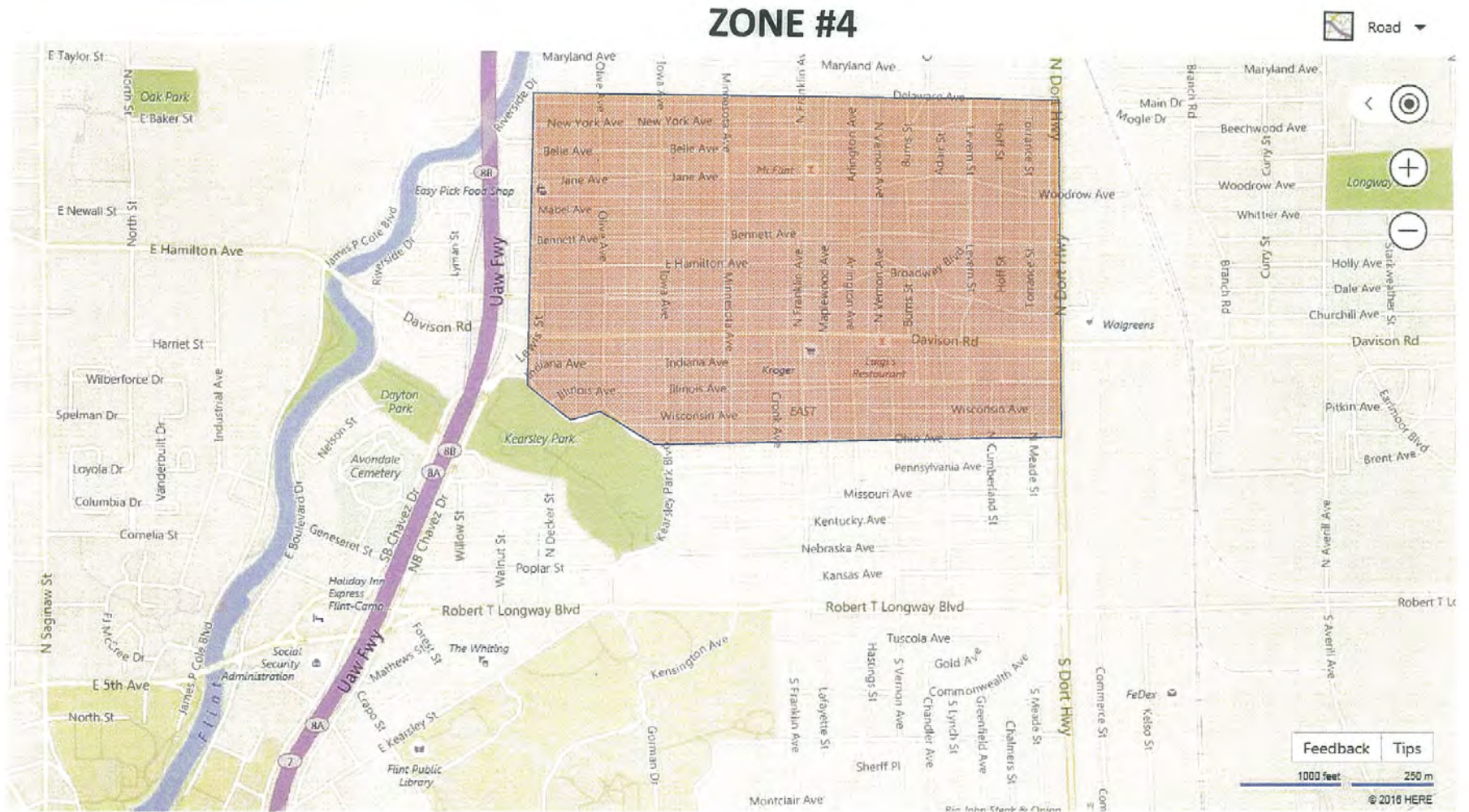


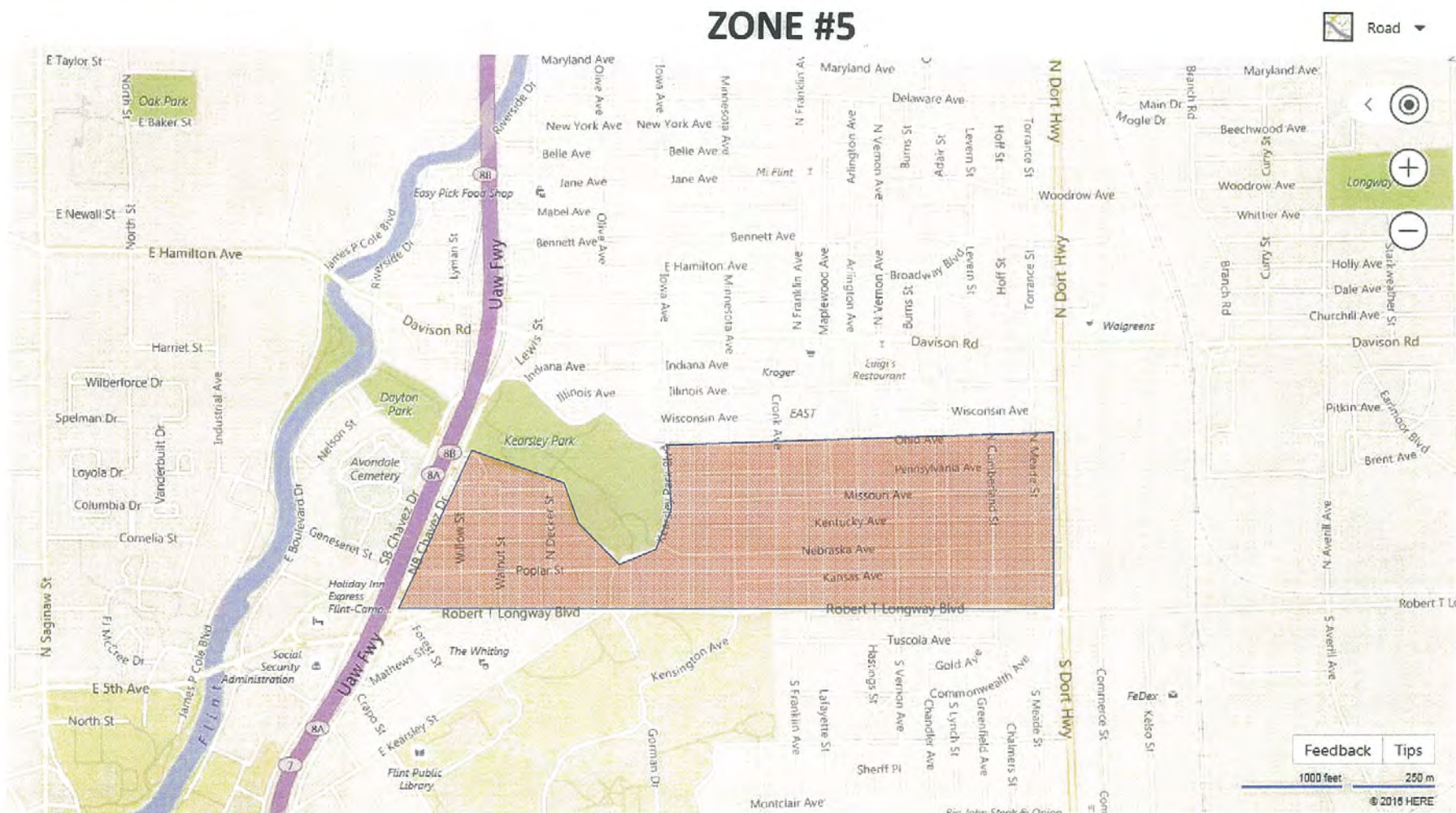




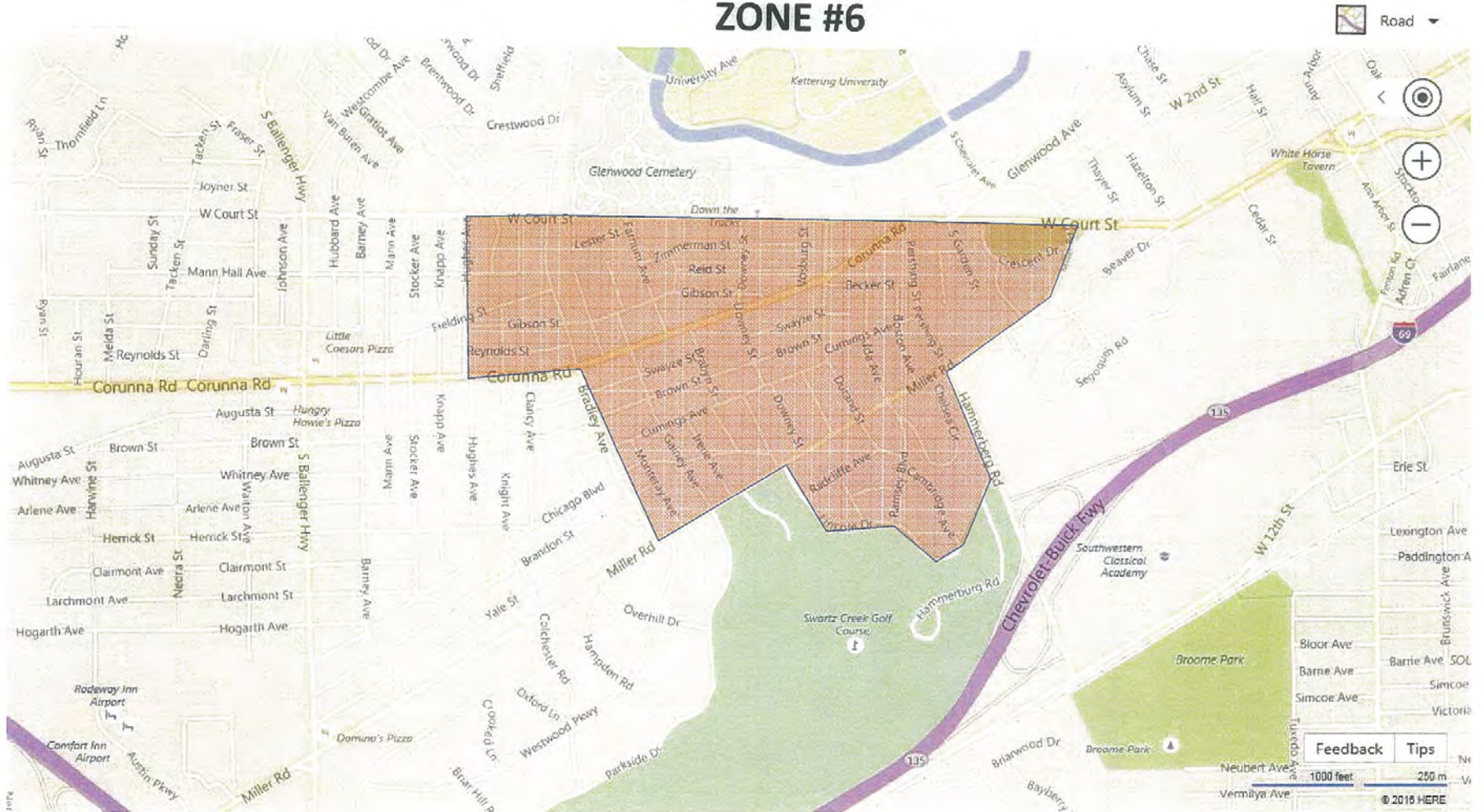


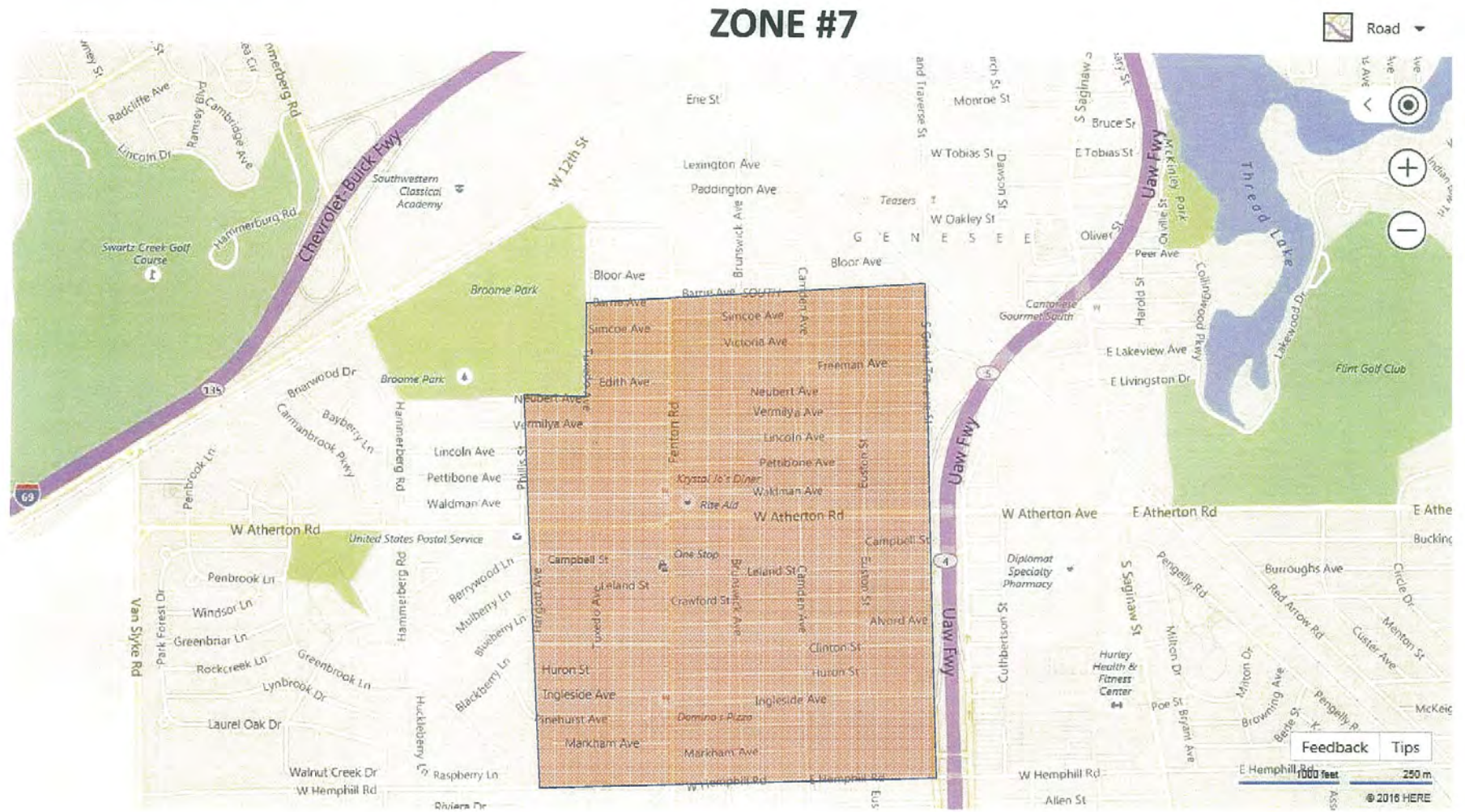


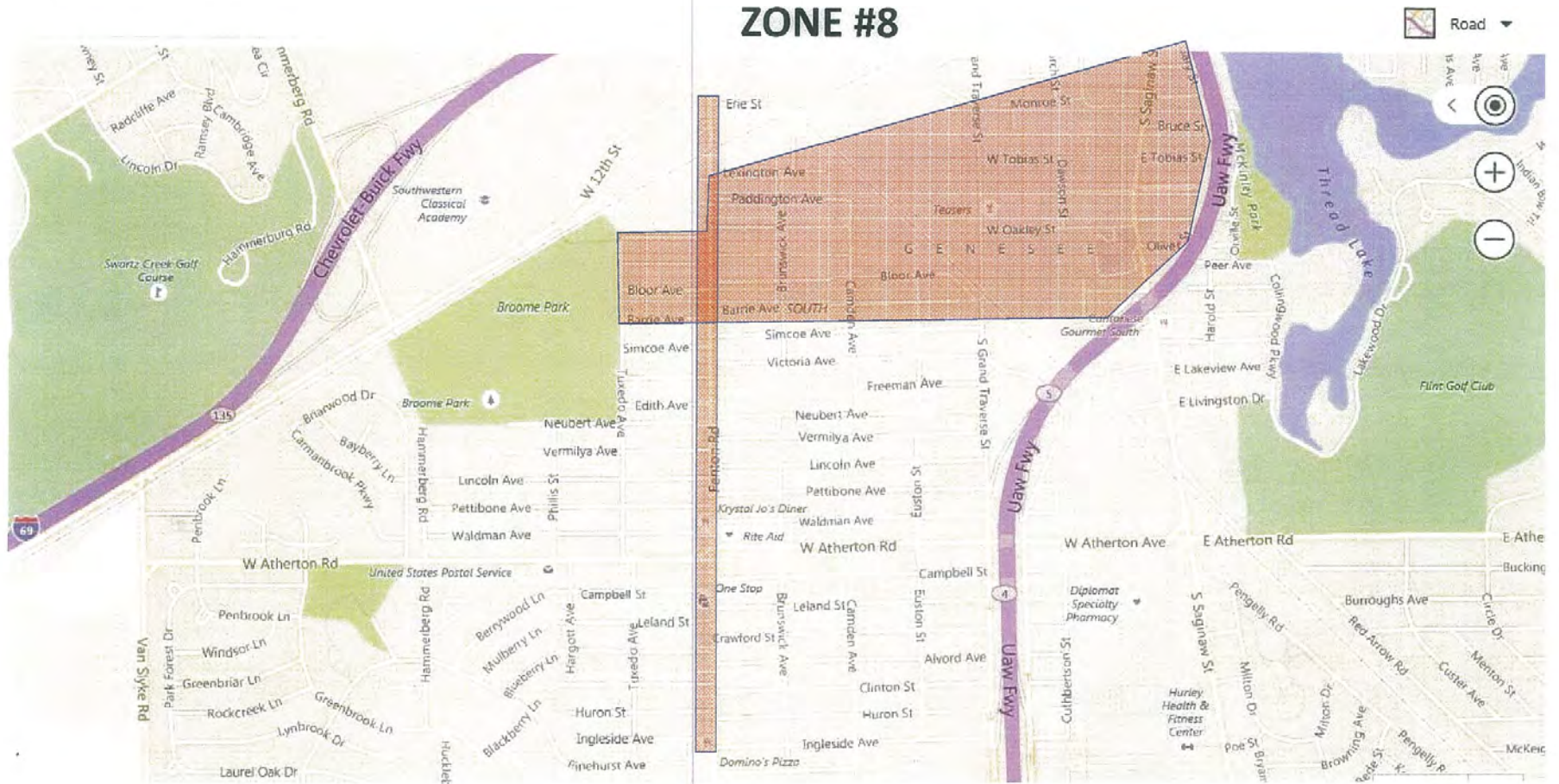




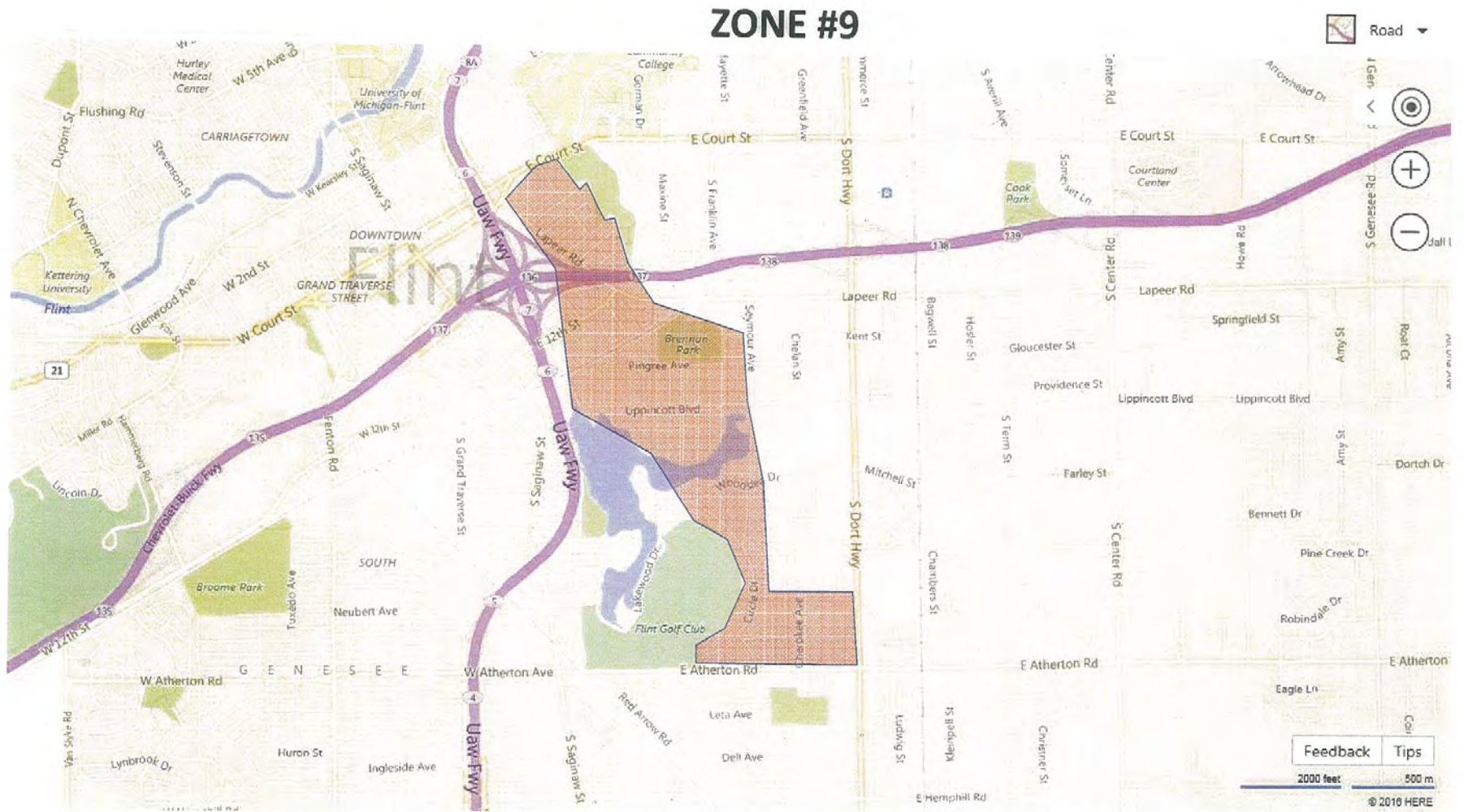
# ZONE #6











All bids shall include all work necessary, as detailed in this document, to excavate, install and restore service lines at the prices penned below.

**Construction Example** – The construction of an “Average” Full Replacement would consist of excavating, installing 30’ of pipe from Curb Stop to main, installing 40’ of pipe from Curb Stop to residential home connecting to water meter, installing of new curb stop with fittings and stop box, curb cut (10’X10’), proper testing/flushing performed to validate site operational, backfilling and restoration.

The assigned locations will be a mixture of partial (curb stop to home or watermain) and full (watermain to home) replacements. Every type of installation will require a new curb stop and box. **Payment will be determined by the type of installation - full (watermain to meter at the home) or partial** (the watermain to the curb stop or curb stop to meter for a private side partial). There will be no additional payment for varying lengths. Each bid includes the service line, curb stop & box, and any necessary connections/adaptors to make the connections at the watermain, curb stop and house, depending on if it is a full replacement or a partial. Service lines 1.5” and greater include a new corporation and re-tapping of the watermain. No allowance for varying difficulty of installation, material costs, etc. will be granted unless specifically listed or stated in this RFP.

	Cost per Location for Water Service Line Replacement				
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
3/4" Partial Replacement					
3/4" Full Replacement					
3/4" Pipe Provided* Partial Replacement					
3/4" Pipe Provided* Full Replacement					
1" Partial Replacement					
1" Full Replacement					
1.5" Partial Replacement					
1.5" Full Replacement					
2" Partial Replacement					
2" Full Replacement					

\* Bid Item as if the City of Flint will provide all 3/4" Type K Copper pipe. All other materials to be provided by the contractor.

<p>You may be awarded none, some, or all of the zones that you bid above. If you are awarded multiple zones, what is the maximum number of zones that you are willing to accept and capable of completing in conformance with the requirements of this document?</p>	<p style="text-align: center;">_____ ZONES</p>
--	--

	Cost per Location for Water Service Line Replacement			
	Zone 6	Zone 7	Zone 8	Zone 9
3/4" Partial Replacement				
3/4" Full Replacement				
3/4" Pipe Provided* Partial Replacement				
3/4" Pipe Provided* Full Replacement				
1" Partial Replacement				
1" Full Replacement				
1.5" Partial Replacement				
1.5" Full Replacement				
2" Partial Replacement				
2" Full Replacement				
* Bid Item as if the City of Flint will provide all 3/4" Type K Copper pipe. All other materials to be provided by the contractor.				

Description	Price per Unit
Cut and Cap Service Line of an Abandoned House	\$ /per Home
** Note: This pay item is to be used if a contractor encounters an abandoned house lead while excavating at the main to replace the service line of another home. The excavation and backfill is paid for through the line replacement pay item for the other lead. This item only includes cutting and capping an already exposed service.	

Description	Price per Unit
Excavate and Backfill a Standard Line	\$ /per Unit
** Note: This pay item is to be used if a contractor encounters a copper line when excavating for replacement. No line replacement is performed. A new curb box is placed and the excavation is backfilled and restored as this pay item.	

Description	Price per Unit
Repair a Broken Sanitary Lead	\$ /per Unit
** Note: This pay item is to be used if a sanitary lead is broken through no fault of the contractor	

Description	Price per Unit
Remove and Dispose of Contaminated Soil	\$ /per Syd
** Note: This pay item is to be used if contaminated soil is encountered	

Description	Price per Unit
Please provide the Discount per Location if the City were to make the initial contact with the residents and obtain the consents from the Property Owners and Residents. The contractor would still be responsible for all other communications.	\$ Less /per Home

Description	Price per Unit
Tree Removal: 1-6" Diameter	\$ /per Each
Tree Removal: 7-12" Diameter	\$ /per Each
Tree Removal: 13-24" Diameter	\$ /per Each
Tree Removal: 25-36" Diameter	\$ /per Each
Tree Removal: Over 36" Diameter	\$ /per Each
** Tree Prices include removal of the tree, necessary roots, stump and restoration of the yard to grade.	

**Certification Form Note**

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

Fed. ID #: \_\_\_\_\_

COMPANY NAME (Respondent): \_\_\_\_\_

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

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

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

E-MAIL : \_\_\_\_\_

PRINT NAME and Title : \_\_\_\_\_  
(Authorized Representative)

SIGNED : \_\_\_\_\_  
(Authorized Representative)

**EXHIBIT E**

**VENDORS MUST READ AND COMPLETE THE DOCUMENTS IN THIS SECTION. DOCUMENTS THAT ARE COMPLETED MUST BE INCLUDED WITH SUBMISSION.**

## **REQUIRED STANDARD CONTRACT LANGUAGE: CLEAN WATER STATE REVOLVING FUND AND DRINKING WATER REVOLVING FUND**

- **Davis-Bacon/Prevailing Federal Wages, Including Labor Standards Provisions**
- **Disadvantaged Business Enterprise (DBE) Requirements\***
- **Debarment/Suspension Certification\***

**\* Bidders should note these sections contain instructions regarding forms/information that must be completed/included with any submitted bid.**

**Davis-Bacon/Prevailing Federal Wage Rates**

P.L. 111-88 requires compliance with the Davis Bacon Act and adherence to the current U.S. Department of Labor Wage Decision. Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents (see Wage Decision included herein) must be paid on this project. The Wage Decision, including modifications, must be posted by the Contractor on the job site. A copy of the Federal Labor Standards Provisions is included and is hereby a part of this contract.



2/16/2017

<https://www.wdol.gov/wdol/scafiles/davisbacon/MI57.dvb?v=1>

General Decision Number: MI170057 02/03/2017 MI57

Superseded General Decision Number: MI20160057

State: Michigan

Construction Type: Heavy

County: Genesee County in Michigan.

Heavy, Includes Water, Sewer Lines and Excavation (Excludes Hazardous Waste Removal; Coal, Oil, Gas, Duct and other similar Pipeline Construction)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/06/2017
1	02/03/2017

CARP0706-017 08/01/2016

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 24.94	19.91

ELEC0948-009 05/29/2016

	Rates	Fringes
ELECTRICIAN.....	\$ 35.40	20.94

ENGI0325-019 06/01/2016

POWER EQUIPMENT OPERATORS: Underground Construction (Including Sewer)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 31.58	22.85
GROUP 2.....	\$ 26.85	22.85
GROUP 3.....	\$ 26.12	22.85

2/16/2017

https://www.wdol.gov/wdol/scafiles/davisbacon/MI57.dwb?v=1

GROUP 4.....\$ 25.55 22.85

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backhoe/ Excavator, Boring Machine, Bulldozer, Crane, Grader/ Blade, Loader, Roller, Scraper, Trencher (over 8 ft. digging capacity)

GROUP 2: Trencher (8-ft digging capacity and smaller)

GROUP 3: Boom Truck (non-swinging, non- powered type boom)

GROUP 4: Broom/ Sweeper, Fork Truck, Tractor, Bobcat/ Skid Steer /Skid Loader

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ENGI0326-011 06/01/2014

EXCLUDES UNDERGROUND CONSTRUCTION

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 29.09	21.70
Group 2.....	\$ 28.84	21.70
Group 3.....	\$ 27.74	21.70
Group 4.....	\$ 22.94	21.70
Group 5.....	\$ 22.34	21.70
Group 6.....	\$ 19.89	21.70

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 per hour above the group 1 rate.

Crane operator with main boom and jib 400' or longer: \$3.00 per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or longer, tower crane, gantry crane, whirley derrick

GROUP 3: Backhoe/Excavator; Boring Machine; Bulldozer; Crane; Grader/Blade; Loader; Roller; Scraper; Tractor; Trencher

GROUP 4: Bobcat/Skid Loader; Broom/Sweeper; Fork Truck (over 20' lift)

GROUP 5: Boom truck (non-swinging)

GROUP 6: Fork Truck (20' lift and under for masonry work)

2/16/2017

<https://www.wdol.gov/wdol/scafiles/davisbacon/MI57.dvb?v=1>

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 IRON0025-006 06/01/2015

	Rates	Fringes
IRONWORKER		
Reinforcing.....	\$ 28.30	24.60
Structural.....	\$ 33.78	27.84

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 LABO0334-009 06/01/2015

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
Landscape Laborer		
GROUP 1.....	\$ 19.76	9.15
GROUP 2.....	\$ 15.54	9.15

LANDSCAPE LABORER CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator, lawn sprinkler installer and skidsteer (or equivalent)

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

-----  
 LABO0334-015 09/01/2014

SCOPE OF WORK:

OPEN CUT CONSTRUCTION: Excavation of earth and sewer, utilities, and improvements, including underground piping/conduit (including inspection, cleaning, restoration, and relining)

	Rates	Fringes
LABORER		
(1) Common or General.....	\$ 20.64	12.75
(2) Mason Tender- Cement/Concrete.....	\$ 20.78	12.75
(4) Grade Checker.....	\$ 20.95	12.75
(5) Pipelayer.....	\$ 21.09	12.75
(7) Landscape.....	\$ 15.54	12.75

-----  
 LABO1075-010 06/01/2016

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
LABORER		

2.2.

2/16/2017

<https://www.wdol.gov/wdol/scafiles/davisbacon/MI157.dvb?v=1>

Common or General; Grade  
 Checker; Mason Tender -  
 Cement/Concrete; Pipelayer..\$ 22.51 13.28

-----  
 PAIN1052-003 06/01/2016

	Rates	Fringes
PAINTER		
Brush & Roler.....	\$ 24.45	11.25
Spray.....	\$ 25.80	11.25

-----  
 PLAS0016-016 04/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.58	12.88

-----  
 PLUM0370-006 06/01/2016

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 36.11	19.65

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 \* TEAM0007-006 06/01/2016

	Rates	Fringes
TRUCK DRIVER		
Dump Truck under 8 cu. yds.; Tractor Haul Truck...	\$ 24.90	.50 + a+b
Dump Truck, 8 cu. yds. and over.....	\$ 25.00	.50 + a+b
Lowboy/Semi-Trailer Truck...	\$ 25.15	.50 + a+b

FOOTNOTE:

- a. \$438.45 per week.
- b. \$61.90 daily.

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 SUMI2010-055 11/09/2010

	Rates	Fringes
TRUCK DRIVER: Off the Road Truck.....	\$ 20.82	3.69

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 WELDERS - Receive rate prescribed for craft performing  
 operation to which welding is incidental.

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 Note: Executive Order (EO) 13706, Establishing Paid Sick Leave  
 for Federal Contractors applies to all contracts subject to the  
 Davis-Bacon Act for which the contract is awarded (and any  
 solicitation was issued) on or after January 1, 2017. If this  
 contract is covered by the EO, the contractor must provide

2/16/2017

<https://www.wdol.gov/wdol/scafiles/davisbacon/M157.dvb?v=1>

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that

2/16/2017

<https://www.wdol.gov/wdol/scafiles/davisbacon/MI57.dvb?v=1>

classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

2/16/2017

<https://www.wdol.gov/wdol/scafiles/davisbacon/MI57.dvb?v=1>

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**29 CFR Part 5 – Labor Standards Provisions for Federally Assisted Projects**

**§ 5.5 Contract provisions and related matters.**

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and



(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.* The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of

1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.* (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347.pdf> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees*—(i) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its

program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible there for shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

### **Disadvantaged Business Enterprises (DBE)**

Prime contractors bidding on this project must follow, document, and maintain documentation of their Good Faith Efforts, as listed below, to ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach. Bidders must make the following Good Faith Efforts for any work that will be subcontracted.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. Place DBEs on solicitation lists and solicit DBEs whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs. Arrange time-frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. Whenever possible, post solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date. The DBEs should be given a minimum of 5 days to respond to the posting.
3. Consider in the contracting process whether firms competing for large contracts can be subcontracted with DBEs. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one DBE firm to handle individually.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.

Subsequent to compliance with the Good Faith Efforts, the following conditions also apply under the DBE requirements. Completed Good Faith Efforts Worksheets (Attachment 1), along with the required supporting documentation outlined in the instructions, must be submitted with your bid proposal. EPA form 6100-2 must also be provided at the pre-bid meeting. A copy of this form is available on the Forms and Guidance page of the Revolving Loan website.

1. The prime contractor must pay its subcontractor for work that has been satisfactorily completed no more than 30 days from the prime contractor's receipt of payment from the owner.
2. The prime contractor must notify the owner in writing prior to the termination of any DBE subcontractor for convenience by the prime contractor and employ the Good Faith Efforts if soliciting a replacement contractor.
3. If a DBE contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the Good Faith Efforts if soliciting a replacement contractor.
4. The prime contractor must employ the Good Faith Efforts.

**Debarment Certification**

The prime contractor must provide a completed **Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form** with its bid or proposal package to the owner (Attachment 2).



**Attachment 1**

**Disadvantaged Business Enterprise (DBE) Utilization  
GOOD FAITH EFFORTS WORKSHEET**



**Michigan Department of Environmental Quality  
Office of Drinking Water and Municipal Assistance– Revolving Loan Section  
Disadvantaged Business Enterprise (DBE) Utilization  
State Revolving Fund/Drinking Water Revolving Fund  
GOOD FAITH EFFORTS WORKSHEET**

Bidder: \_\_\_\_\_

Subcontract Area of Work (one per worksheet): \_\_\_\_\_

Outreach Goal: Solicit a minimum of three (3) DBEs via email/letter/fax. It is recommended that various sources be used to locate the minimum number of DBEs. The Michigan Department of Transportation (MDOT) website and [www.sam.gov](http://www.sam.gov) registries may be two resources used to find a minimum of three DBEs.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving a Minimum of Three Contacts; you may include a printout of the MDOT and [www.sam.gov](http://www.sam.gov) search results (attach extra sheets if necessary):

MITA DBE Posting Date (if applicable): \_\_\_\_\_  
(attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

**Please include the completed worksheet and supporting documentation with the bid proposal.**

*Rev.3-2015*

Rick Snyder, Governor



Dan Wyant, Director

**Michigan Department of Environmental Quality  
Office of Drinking Water and Municipal Assistance– Revolving Loan Section  
Disadvantaged Business Enterprise (DBE) Utilization  
State Revolving Fund/Drinking Water Revolving Fund  
GOOD FAITH EFFORTS WORKSHEET**

**Instructions to Bidders for the Completion of the Good Faith Efforts Worksheet**

1. Separate worksheets must be provided for each area of work to be subcontracted out. This includes both major and minor subcontracts.
2. A minimum of three (3) DBEs must be contacted by a verifiable means of communication such as e-mail, letter, or fax for each area of work to be subcontracted out. Copies of the solicitation letters/e-mails and fax confirmation sheets must be provided with the worksheet.
3. If less than three (3) DBEs exist statewide for the area of work, then provide documentation that other DBE resources were consulted. This may include the MDOT and [www.sam.gov](http://www.sam.gov) registries and an advertisement in a publication. A printout of the website searched (conducted prior to the end of the bid period) must be submitted.
4. Posting solicitations for quotes/proposals from DBEs on the MITA website ([www.mitadbe.com](http://www.mitadbe.com)) is highly recommended to facilitate participation in the competitive process whenever possible. The solicitation needs to identify the project and the areas of work to be subcontracted out. A copy of the MITA DBE advertisement must be submitted with the Good Faith Efforts worksheet, if used, or a printout of the resulting quotes posted to the MITA website can be submitted with this form as supporting documentation.
5. If the area of work is so specialized that no DBEs exist, then an explanation is required to support that conclusion, including the documentation required in No. 3 above.
6. The date of the DBE contact must be identified, as it is important to document that the DBE solicitation was made during the bid period and that sufficient time was given for the DBE to return a quote.
7. Each DBE firm's price quote must be identified if one was received or N/A entered on the worksheet if a quote was not received. Copies of all quotes must be submitted with the worksheet.
8. If a quote was received, indicate if it was accepted or rejected. Justification for not accepting a quote and not using the DBE subcontractor must be provided.
9. Under Other Efforts, please indicate additional steps you have taken to obtain DBE contractors and provide the appropriate supporting documentation such as:
  - Follow-up e-mails, faxes, or letters.
  - Copies of announcements/postings in newspapers, trade publications, or minority media that target DBE firms.

*Rev. 3-2015*

Rick Snyder, Governor



Dan Wyant, Director

**Attachment 2**

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

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

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

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;
- (2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
  - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
  - (b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - (c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Name of Participant Agency or Firm

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

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

**Attachment 3**

***Frequently Asked Questions About  
Disadvantaged Business Enterprise (DBE) Solicitation***

## **Disadvantaged Business Enterprise (DBE) Requirements Frequently Asked Questions Regarding Contractor Compliance**

**Q:** What is the Good Faith Efforts Worksheet form and how is it to be completed?

**A:** This form captures efforts by the prime contractor to solicit DBEs for each area of work type that will be subcontracted out. A separate Good Faith Efforts Worksheet must be provided by the prime contractor for each area of work type to be subcontracted out. There are specific instructions that accompany this form that prescribe minimum efforts which bidders must make in order to be in compliance with the DBE requirements.

**Q:** Can non-certified DBEs be used?

**A:** While non-certified DBEs can be used, only DBEs, MBEs, and WBEs that are certified by EPA, SBA, or MDOT (or by tribal, state and local governments, as long as their standards for certification meet or exceed the standards in EPA policy) can be counted toward the fair share goal. Proof of certification by one of these recognized and approved agencies should be sought from each DBE.

**Q:** How does a DBE get certified?

**A:** Applications for certification under MDOT can be found at <http://mdotiboss.state.mi.us/UCP/LearnHowServlet>.

Applications for certification under EPA can be found on EPA's Small Business Programs website at [http://www.epa.gov/osbp/dbe\\_firm.htm](http://www.epa.gov/osbp/dbe_firm.htm) under Certification Forms.

**Q:** If a bidder follows the MDOT DBE requirements, will the bidder be in compliance with the SRF/DWRF DBE requirements?

**A:** No. Federally funded highway projects utilize DBE goals, which require that a certain percentage of work be performed by DBE subcontractors. For SRF/DWRF projects, there is no financial goal. However, there is a solicitation effort goal. Bidders must use Good Faith Efforts for each and every area of work to be subcontracted out to obtain DBEs. The bidders are not required to use DBEs if the quotes are higher than non-DBE subcontractors. **There is no required DBE participation percentage contract goal for the SRF/DWRF.** However, if the SRF/DWRF project is part of a joint project with MDOT, the project can be excluded from SRF/DWRF DBE requirements (i.e., the Good Faith Efforts Worksheet is not required) as it would be difficult to comply with both programs' requirements.

**Q:** Must the Good Faith Efforts Worksheet and supporting documentation be turned in with the bid proposals?

**A:** Yes. This is a requirement to document that the contractor has complied with the DBE requirements and the Good Faith Efforts. These compliance efforts must be done during the bidding phase and not after-the-fact. It is highly recommended that the need for these efforts and the submittal of the forms with the bid proposals be emphasized at the pre-bid meetings. Failure to show that the Good Faith Efforts were complied with during the bidding process can lead to a prime contractor being found non-responsive.

**Q:** Does EPA form 6100-2 need to be provided at the pre-bid meeting?

**A:** Yes. The form must be made available at the pre-bid meeting.



- Q:** What kinds of documentation should a contractor provide to document solicitation efforts?
- A:** Documentation can include fax confirmation sheets, copies of solicitation letters/e-mails, printouts of online solicitations, printouts of online search results, affidavits of publication in newspapers, etc.
- Q:** How much time will compliance with the Good Faith Efforts require in terms of structuring an adequate bidding period?
- A:** Due to the extent of the efforts required, a minimum of 30 calendar days is recommended between bid posting and bid opening to ensure adequate time for contractors to locate certified DBEs and solicit quotes.
- Q:** How does a contractor locate certified DBEs?
- A:** The Michigan Department of Transportation has a directory of all Michigan certified entities located at <http://mdotiboss.state.mi.us/UCP/>. Additionally, the federal System for Award Management (SAM) is another place to search and can be found at [www.sam.gov](http://www.sam.gov). SAM contains information from the former Central Contractor Registration (CCR) database.
- Q:** If the bidder does not intend to subcontract any work, what forms, if any, must be provided with the bid proposal?
- A:** The bidder should complete the Good Faith Efforts Worksheet with a notation that no subcontracting will be done. However, if the bidder is awarded the contract and then decides to subcontract work at any point, then the Good Faith Efforts must be made to solicit DBEs.
- Q:** In the perfect world, the Good Faith Efforts Worksheet is required to be turned in with the proposal. What if no forms are turned in with the bid proposal or forms are blank or incomplete? Should this be cause to determine that the bidder is non-responsive?
- A:** While the Good Faith Efforts Worksheet is important, it is more critical to confirm that the contractor complied with the DBE requirements prior to bid opening. The owner should contact the bidder as soon as deficiencies are noted for a determination/documentation of efforts taken to comply with the DBE requirements. Immediate submittal of the completed forms will be acceptable provided the Good Faith Efforts were made and it is just a matter of transferring information to the forms.
- Q:** If the prime contractor is a DBE, does he have to solicit DBE subcontractors?
- A:** Yes, the DBE requirements still apply if the prime intends to subcontract work out. Good Faith Efforts must be used to solicit DBEs.
- Q:** If the area of work is one where there are less than three DBE contractors, how is the contractor to document this?
- A:** Copies of printouts from MDOT and SAM showing no DBEs and advertisements soliciting quotes for all subcontract areas, including the questionable areas, will be adequate if the dates on the printouts are prior to the bid or proposal closing date.

**EXHIBIT F**

to Settlement Agreement

*Concerned Pastors for Social Action et al. v. Khouri et al.,*

16-cv-10277 (E.D. Mich.)

WSG 197

Date Signed: February 29, 2016




UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C. 20460

FEB 29 2016

OFFICE OF  
WATER

**MEMORANDUM**

SUBJECT: Clarification of Recommended Tap Sampling Procedures for Purposes of the Lead and Copper Rule

FROM: Peter C. Grevatt, Director  
Office of Ground Water & Drinking Water 

TO: Water Division Directors  
Regions I - X

The Lead and Copper Rule, 40 C.F.R. Sections 141.80 to 141.91, requires monitoring at consumer taps to identify levels of lead in drinking water that may result from corrosion of lead-bearing components in a public water system's distribution system or in household plumbing. These samples help assess the need for, or the effectiveness of, corrosion control treatment. The purpose of this memorandum is to provide recommendations on how public water systems should address the removal and cleaning of aerators, pre-stagnation flushing, and bottle configuration for the purpose of Lead and Copper Rule sampling.

Removal and Cleaning of Aerators

EPA issued a memorandum on *Management of Aerators during Collection of Tap Samples to Comply with the Lead and Copper Rule* on October 20, 2006. This memorandum stated that EPA recommends that homeowners regularly clean their aerators to remove particulate matter as a general practice, but states that public water systems should not recommend the removal or cleaning of aerators prior to or during the collection of tap samples gathered for purposes of the Lead and Copper Rule. EPA continues to recommend this approach. The removal or cleaning of aerators during collection of tap samples could mask the added contribution of lead at the tap, which may potentially lead to the public water system not taking additional actions needed to reduce exposure to lead in drinking water. EPA's recommendation about the removal and cleaning of aerators during sample collection applies only to monitoring for lead and copper conducted pursuant to 40 C.F.R. 141.86.

Pre-Stagnation Flushing

EPA is aware that some sampling instructions provided to residents include recommendations to flush the tap for a specified period of time prior to starting the minimum 6-hour stagnation time required for samples collected under the Lead and Copper Rule. This practice is called pre-stagnation flushing. Pre-stagnation flushing may potentially lower the lead levels as compared to when it is not practiced.

Flushing removes water that may have been in contact with the lead service line for extended periods, which is when lead typically leaches into drinking water. Therefore, EPA recommends that sampling instructions not contain a pre-stagnation flushing step.

#### Bottle Configuration

EPA recommends that wide-mouth bottles be used to collect Lead and Copper compliance samples. It has become apparent that wide-mouth bottles offer advantages over narrow-necked bottles because wide-mouth bottles allow for a higher flow rate during sample collection which is more representative of the flow that a consumer may use to fill up a glass of water. In addition, a higher flow rate can result in greater release of particulate and colloidal lead and therefore is more conservative in terms of identifying lead concentrations.

#### Conclusion

EPA is providing these recommendations for collection of Lead and Copper Rule tap samples to better reflect the state of knowledge about the fate and transport of lead in distribution systems. The three areas discussed above may potentially lead to samples that erroneously reflect lower levels of lead concentrations. The recommendations in this memorandum are also consistent with the recommendations provided by the EPA's Flint Task Force. For more information about the Task Force please view EPA's website at: <http://www.epa.gov/flint>.

To provide further information on this topic, EPA included an amended "Suggested Directions for Homeowner Tap Sample Collection Procedures" in Appendix D of the 2010 revision of *Lead and Copper Rule Monitoring and Reporting Guidance for Public Water Systems* (EPA 816-R-10-004). This document can be found at:

<http://nepis.epa.gov/Exe/ZyPDF.cgi?Dockey=P100DP2P.txt>

Please share these recommendations with your state drinking water program directors. If you have any questions, please contact Anita Thompkins at [thompkins.anita@epa.gov](mailto:thompkins.anita@epa.gov).

#### Attachment

cc: James Taft, Association of State Drinking Water Administrators

**Suggested Directions for Homeowner Tap Sample Collection Procedures**  
*Revised Version: February 2016*

These samples are being collected to determine the lead and copper levels in your tap water. This sampling effort is required by the U.S. Environmental Protection Agency and your State under the Lead and Copper Rule, and is being accomplished through a collaboration between the public water system and their consumers (e.g. residents).

Collect samples from a tap that has not been used for at least 6 hours. To ensure the water has not been used for at least 6 hours, the best time to collect samples is either early in the morning or in the evening upon returning from work. Be sure to use a kitchen or bathroom cold water tap that has been used for drinking water consumption in the past few weeks. The collection procedure is described below.

1. Prior arrangements will be made with you, the customer, to coordinate the sample collection. Dates will be set for sample kit delivery and pick-up by water system staff.
2. There must be a minimum of 6 hours during which there is no water used from the tap where the sample will be collected and any taps adjacent or close to that tap. Either early mornings or evenings upon returning home are the best sampling times to ensure that the necessary stagnant water conditions exist. Do not intentionally flush the water line before the start of the 6 hour period.
3. Use a kitchen or bathroom cold-water faucet for sampling. If you have water softeners on your kitchen taps, collect your sample from the bathroom tap that is not attached to a water softener, or a point of use filter, if possible. Do not remove the aerator prior to sampling. Place the opened sample bottle below the faucet and open the cold water tap as you would do to fill a glass of water. Fill the sample bottle to the line marked "1000-mL" and turn off the water.
4. Tightly cap the sample bottle and place in the sample kit provided. Please review the sample kit label at this time to ensure that all information contained on the label is correct.
5. If any plumbing repairs or replacement has been done in the home since the previous sampling event, note this information on the label as provided. Also if your sample was collected from a tap with a water softener, note this as well.
6. Place the sample kit in the same location the kit was delivered to so that water system staff may pick up the sample kit.
7. Results from this monitoring effort and information about lead will be provided to you as soon as practical but no later than 30 days after the system learns of the tap monitoring results. However, if excessive lead and/or copper levels are found, immediate notification will be provided (usually 1-2 working days after the system learns of the tap monitoring results).

Call \_\_\_\_\_ at \_\_\_\_\_ if you have any questions regarding these instructions.

<b>TO BE COMPLETED BY RESIDENT</b>	
Water was last used: Time _____	Date _____
Sample was collected: Time _____	Date _____
Sample Location & faucet (e.g. Bathroom sink): _____	
I have read the above directions and have taken a tap sample in accordance with these directions.	
Signature _____	Date _____

**EXHIBIT G**

to Settlement Agreement

*Concerned Pastors for Social Action et al. v. Khouri et al.,*

16-cv-10277 (E.D. Mich.)

# SORRY WE MISSED YOU.

A C.O.R.E. team came by your home to make sure you have a properly installed faucet filter and to give you other information about:

- Filter installation and maintenance
- Water use
- Faucet aerator maintenance and cleaning.
- Medical services and resources available

C.O.R.E. is the Community Outreach Resident and Education Program. C.O.R.E. teams are made up of Flint residents trained to provide Flint families with the information they need.



Call us at 810-238-6700 to schedule an appointment to check your filter. See the back of this flyer for more information about water-related services.

**FLINT**  **CARES**.com

Services can also be accessed by calling 2-1-1

To receive monthly updates on Flint's progress, text "Flint" to 64468

SUPPORTED BY THE CITY OF FLINT AND THE STATE OF MICHIGAN.

**HEALTH CARE**

**Flint Water Healthcare Coverage**

1-855-789-5610 or [www.michigan.gov/mibridges](http://www.michigan.gov/mibridges)

**Family Supports Coordination Services** (ages 0-21 or if pregnant)  
810-257-3777

**Children's Healthcare Access Program (CHAP)**

810-953-2427 or [www.gfhc.org/chap](http://www.gfhc.org/chap)

**Mental Health Counselors or Help with Stress**

810-257-3705

**Federally Qualified Health Centers**

Hamilton Community Health Network 810-406-4246

Genesee Community Health Center 810-496-5777

**FOOD AND NUTRITION**

**Double UP Food Bucks**

1-866-586-2796 or [www.doubleupfoodbucks.org/flint/](http://www.doubleupfoodbucks.org/flint/)

**Emergency Food Assistance Program (TEFAP)**

810-789-3746 or 810-232-2185

**Commodity Supplemental Food Program (Ages 60+)**

810-789-3746 or 810-232-2185

**WIC (Women, Infants & Children) Program**

1-800-262-4784 or 810-237-4537

**Nutrition and Cooking Classes**

[www.FlintCares.com/nutrition](http://www.FlintCares.com/nutrition) OR

[www.commit2fit.com/events](http://www.commit2fit.com/events)

**EARLY CHILDHOOD SUPPORT**

**Early On Genesee County**

810-591-KIDS or 810-591-5437

**Free Pre-School (Ages 3-4)**

810-591-KIDS or [www.geneseepreschool.org](http://www.geneseepreschool.org)

**Head Start (3 to 5) and Early Head Start (0 up to 3)**

GCCARD at 810-235-5613

GISD at 810-591-KIDS

**SENIOR SUPPORT**

**Valley Area Agency on Aging Water Line**

810-249-0833

**TRANSPORTATION**

**MTA Ride to Groceries Program**

YOUR RIDE Numbers for Scheduling

Flint East 810-767-5541 or Flint West 810-233-4751

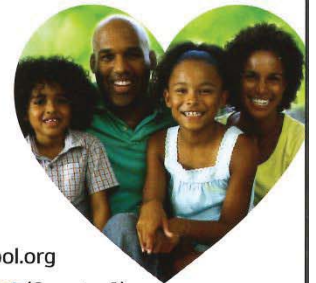
**Children's Doctor Appointments**

Genesee CHAP at 810-953-2427 (CHAP)

**WATER FILTER CHECK OR INSTALLATION**

**Community Outreach and Resident Education (CORE)**

810-238-6700



**FLINT CARES**.com

Access services  
by calling 2-1-1



**EXHIBIT H**

to Settlement Agreement

*Concerned Pastors for Social Action et al. v. Khouri et al.,*

16-cv-10277 (E.D. Mich.)



# Properly Used Filters Protect Flint Residents from Lead in Water

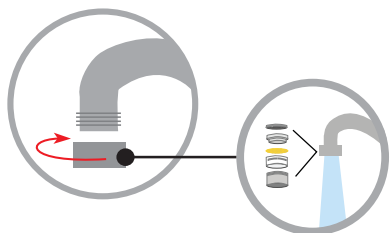
[epa.gov/Flint](http://epa.gov/Flint)

August 1, 2016

## Installing Your Filter & Replacement Cartridges

### STEP 1:

Remove aerator from faucet.

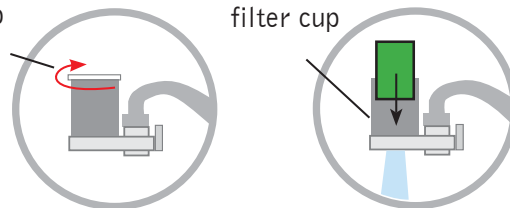


### STEP 4:

Insert filter cartridge (or replacement) into filter cup.

unscrew cap

filter cup

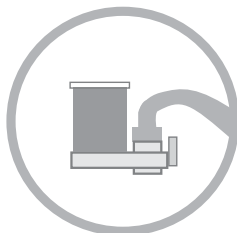


### STEP 2:

Determine if you need an adaptor. Some faucet mounted base units require an adaptor. See filter manual for more details.

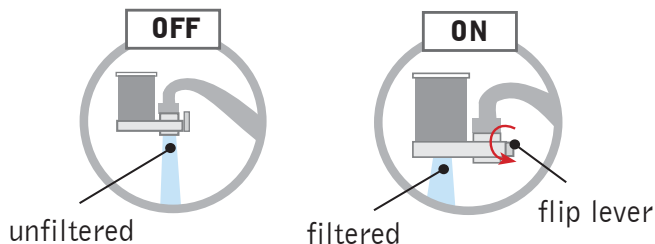
### STEP 3:

Attach the base system to the faucet. To attach, some units are twist-on and some are snap-on.



### STEP 5:

Run cold water through the filter for 5 minutes to flush and activate the cartridge.



Look for the NSF/ANSI 53 Certification Mark to reduce lead.

The U.S. EPA does not endorse NSF International, its products, services, or any product or service that displays the NSF International mark. U.S. EPA does not certify the product. U.S. EPA is aware that the certification mark belongs to an independent organization that certifies these products, and that there are other third party testing services including UL and WQA.

Pick up filters: [flintcares.com/pods](http://flintcares.com/pods) or call: 211

## Using Filters

- ▶ **DO** check if it is **NSF Certified** to remove lead.
- ▶ **DO** run only **cold** water through the filter.
- ▶ **DO** drink & brush teeth with filtered water.
- ▶ **DO** check indicator often.

## Change replaceable cartridge when indicator\* turns red (●).

- green=cartridge working
- yellow=change cartridge soon
- red=change cartridge now

\* Indicators will vary. See your filter manual.

## Remember:

- ▶ **DON'T** cook with unfiltered water.
- ▶ **DON'T** run **hot** water through the filter.
- ▶ **Boiling Water DOES NOT Remove Lead**



Pick up filters: [flintcares.com/pods](http://flintcares.com/pods)  
or call: 211

Read the report on filter effectiveness at  
<https://www.epa.gov/flint/filter-study>

## What else should I do?

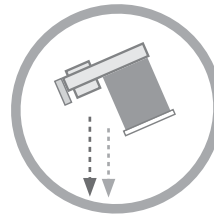
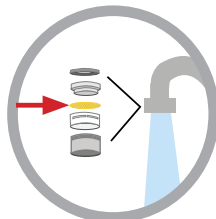
### Every morning

Run unfiltered cold water for at least 5 minutes to flush the pipes.



### Every week

Clean the aerators in all faucets and clean the screens in your water filters.



remove filter unit, turn up-side-down and gently tap out any debris after use

**EXHIBIT I**

to Settlement Agreement

*Concerned Pastors for Social Action et al. v. Khouri et al.,*

16-cv-10277 (E.D. Mich.)

## USING UNFILTERED WATER

DON'T COOK



DON'T DRINK



DON'T BRUSH



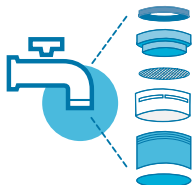
# WATER SMARTS



DON'T RUN HOT WATER THROUGH YOUR WATER FILTER



CHANGE FILTER CARTRIDGE WHEN THE LIGHT TURNS RED OR ONCE A MONTH



CLEAN AERATORS IN ALL FAUCETS WEEKLY BY RINSING DIRT FROM SCREEN



FLUSH PIPES

5 MINUTES



EVERY MORNING WITH UNFILTERED, COLD WATER.

**FLINT CARES**

flintcares.com • Call 2-1-1

# FILTERFACTS

- **Make sure the filter is NSF-Certified\*** to remove lead.
- **Follow the manual** that comes with your filter for correct installation.
- **Do not run hot water** through the filter.
- **Start with cold filtered water** then heat to cook.
- **Your hot water heater tank should be flushed regularly.** Follow manufacturer's instructions or contact a licensed professional for assistance.
- For a video on how to properly use a filter visit [Flintcares.com](http://Flintcares.com)



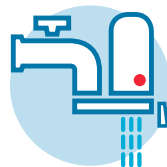
\*The U.S. EPA does not endorse NSF International, its products, services, or any product or service that displays the NSF International mark. U.S. EPA does not certify the product. U.S. EPA is aware that the certification mark belongs to an independent organization that certifies these products, and that there are other third party testing services including UL and WQA.

## YOU CAN RUN UNFILTERED WATER WITH THE FILTER ATTACHED



Lever in **OFF** position. **Unfiltered water** flows under faucet.

## TURN LEVER FOR FILTERED WATER TO FLOW FROM UNDER THE CARTRIDGE



**Change Filter** when indicator turns yellow, orange or red. ●●●  
Lever in **ON** position. **Filtered water** flows under cartridge.

# FLINT CARES

flintcares.com • Call 2-1-1

**EXHIBIT J**

to Settlement Agreement

*Concerned Pastors for Social Action et al. v. Khouri et al.,*

16-cv-10277 (E.D. Mich.)

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

CONCERNED PASTORS FOR SOCIAL  
ACTION; MELISSA MAYS;  
AMERICAN CIVIL LIBERTIES UNION  
OF MICHIGAN; and NATURAL  
RESOURCES DEFENSE COUNCIL,  
INC.,

Plaintiffs,

v.

NICK A. KHOURI, in his official  
capacity as Secretary of Treasury of the  
State of Michigan; FREDERICK  
HEADEN, in his official capacity as  
Chairperson of the Flint Receivership  
Transition Advisory Board; MICHAEL  
A. TOWNSEND, in his official capacity  
as Member of the Flint Receivership  
Transition Advisory Board; JOEL  
FERGUSON, in his official capacity as  
Member of the Flint Receivership  
Transition Advisory Board; MICHAEL  
A. FINNEY, in his official capacity as  
Member of the Flint Receivership  
Transition Advisory Board; SYLVESTER  
JONES, in his official capacity as City  
Administrator; and CITY OF FLINT,

Defendants. \_\_\_\_\_ /

Case No. 16-10277

Hon. David M. Lawson

Mag. J. Stephanie Dawkins Davis

**STIPULATION**

Plaintiffs and Defendants in the above-captioned matter, along with the State of Michigan and the Michigan Department of Environmental Quality, have agreed to a resolution of this case. Plaintiffs and Defendants, along with the State of



Michigan and the Michigan Department of Environmental Quality, therefore hereby stipulate to the Court's entry of an order that: (a) incorporates the terms of the Settlement Agreement attached as Exhibit 1; (b) retains jurisdiction to enforce the terms of the Settlement Agreement; and (c) dismisses the case with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(2). This stipulation is in accord with Federal Rule of Civil Procedure 41(a)(2).

Plaintiffs and Defendants, along with the State of Michigan and the Michigan Department of Environmental Quality, further request a hearing on this Stipulation and the attached Settlement Agreement.

Dated: March 27, 2017

Respectfully submitted,

/s/ Dimple Chaudhary

Dimple Chaudhary  
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*Receivership Transition Advisory  
Board, Michigan Department of  
Environmental Quality, and the State of  
Michigan*

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*Governor of the State of Michigan*