

# **City of Escanaba WWTP Bio-Solids Removal Specifications**

<b>Bid Sent Out:</b>	<b>03/05/2024</b>
<b>Mandatory Walk-Through Meeting:</b>	<b>3/19/24 @ 10:00 a.m.</b>
<b>Bid Opening:</b>	<b>4/2/2024 @ 2:00 p.m.</b>
<b>Advertisement Date:</b>	<b>Week of 03/05/2024</b>

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## **ADVERTISEMENT FOR BIDS**

Sealed proposals will be received by the City of Escanaba at the office of the City Clerk, on or before 2:00 p.m. - local time – on **Tuesday, 4/2/2024**.

### **WWTP Bio-Solids Removal - 2024**

The proposals will be publicly opened and read in the City Clerk's office at said time and date.

Specifications may be obtained from the office of the City Clerk, located at 410 Ludington Street, Escanaba, Michigan 49829. No proposal will be considered unless the proposal form and/or specifications (furnished by the City of Escanaba, Michigan) are properly completed and enclosed in a sealed envelope marked:

### **WWTP Bio-Solids Removal - 2024**

A **mandatory meeting** will be held on **3/19/2024**, at the City of Escanaba Wastewater Treatment Plant, 1900 Willow Creek Road at **10:00 a.m. EST**.

In addition, the City of Escanaba, Michigan, will not consider any proposal which has not been received prior to the published time, date and year of proposal opening. FAX transmittals will not be accepted.

The City of Escanaba, Michigan, reserves the right to reject any or all proposals, or any part thereof, at its discretion and to waive any irregularities. The City of Escanaba, Michigan, may also split proposals at its discretion. The City further reserves the right to negotiate directly with any and all vendors concerning any matter related to any proposal.

All City of Escanaba, Michigan, proposals are prepared so as to afford all vendors the equal opportunity for fair and equitable competition. The City of Escanaba, Michigan, assumes no liability or responsibility for any errors or oversights in the preparation and/or publication of proposals.

Any questions concerning this request for proposals should be directed to the Water and Wastewater Superintendent, Jeff Lampi, (906) 786-1301

## **INFORMATION FOR BIDDERS**

### **1. Receipt and Opening of Bids**

The City of Escanaba, Michigan, (herein called the Owner), invites bids on the form attached hereto, all blanks must be appropriately filled in. Bids will be received by the owner at the Office of City Clerk, until **2:00 p.m. Local Time on Tuesday, 4/2/2024,** and then at said office, publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the City Clerk, at City Hall, P.O. Box 948, Escanaba, Michigan 49829 and designated as Bid for **WWTP Bio-solids Removal 2024.**

Escanaba City Clerk's Office  
**WWTP Bio-solids Removal - 2024**  
PO BOX 948  
410 LUDINGTON STREET  
ESCANABA, MI 49829

### **Mandatory Site Inspection:**

On the schedule listed below the City will conduct a one-time-only Mandatory inspection walk-through at the location. The walk-through will allow prospective Contractors to familiarize themselves with all conditions that may affect the performance and cost of the contract. It is recommended that Contractors become familiarized with all conditions and shall not constitute a basis for subsequent contract adjustment. The digester is in service and will not be opened during the site inspection.

**3/19/2024, at 10:00 A.M. EST,**  
Escanaba Wastewater Treatment Plant  
1900 Willow Creek Road  
Escanaba, MI 49829  
906-786-1301

***NOTE: Site inspection is mandatory. Failure to become familiarized with all conditions shall not constitute a basis for subsequent contract adjustment.***

The Owner will not consider any bid not prepared and submitted in accordance with the provisions hereof. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 30 days after the actual date of the opening thereof.

### **2. Preparation of Bid**

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the foregoing Certification must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the

sealed envelope containing the bids must be enclosed in another envelope as specified in the bid form.

### **3. Qualifications of Bidder**

All vendors shall include a list of at least three references, preferably municipalities, which the City of Escanaba may contact regarding the vendor's performance. Upon request, the vendor shall also furnish a written statement of its qualifications for the proposed work and a list of work completed on similar projects. The Contractor shall be a licensed Michigan Contractor.

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

### **4. Bid Security**

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 10% of the bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within 30 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

### **5. Liquidated Damages for Failure to Enter into Contract**

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

### **6. Time of Completion and Liquidated Damages**

Bidder must agree to complete all specified work on or before **6/30/2024**.

The CONTRACTOR hereby agrees to commence work under this contract. The Contractor further agrees to pay, as liquidated damages, the sum of \$500.00 for each consecutive day after **June 30<sup>th</sup>, 2024**, if work is not completed as specified within the bid.

### **7. Conditions of Work**

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligations to furnish all material and labor necessary to carry out the provisions of his/her contract.

Insofar as possible, the contractor, in carrying out his/her work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

## **8. Addenda and Interpretations**

No interpretation of the meaning of the plans, specifications or other bid documents will be made to any bidder orally.

Every request for such interpretation should be in via Email and addressed to both the email addresses of [jlampi@escanaba.org](mailto:jlampi@escanaba.org) & [wastewater@escanaba.org](mailto:wastewater@escanaba.org) and be given consideration must be received at least five (5) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be emailed to all plan holders from the mandatory meeting of all prospective bidders (at the respective email addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

## **9. Security for Faithful Performance**

Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

## **10. Power of Attorney**

Attorney-in-fact who signs bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

## **11. Notice of Special Condition**

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- (a) Inspection and testing of materials
- (b) Insurance requirements
- (c) Stated allowances

## **12. Laws and Regulations**

The bidder's attention is directed to the fact that all applicable State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

### **13. Method of Award**

The City of Escanaba, Michigan, reserves the right to reject any or all bids, or any part thereof at its discretion, and to waive any irregularities in the bidding. The City of Escanaba, Michigan, may also split bids at its discretion. The City further reserves the right to negotiate directly with any and all bidders concerning any matter related to any bid.

### **14. Obligation of Bidder**

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid. Each proposal shall be considered binding and in effect for a period of **ninety (90)** days following the proposal opening.

### **15. Indemnification of the Owner**

As part of the contract requirements and included as part of the contract agreement, the contractor shall hold the City harmless from and shall defend and indemnify the City from and against all liability for injuries to or deaths of persons or damage to property arising prompt notice of any claim coming to his/her knowledge that in any way directly or indirectly affects either party, and both parties shall have the right to participate in the defense of such claim to the extent of his or its interest. However, the contractor is not obligated to give the City notice of any claim or suit instituted against the contractor or subcontractor and the City wherein the liability is fully covered by insurance maintained by the contractor under the provisions of this agreement.

### **16. Safety Standards and Accident Prevention**

With respect to all work performed under this contract, the contractor shall:

- a. Comply with the safety standards provision of applicable laws, building and construction codes and the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, the requirements of the Occupations Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the code of Federal Regulations, Section 1518 as published in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, including all latest revisions and any other pertinent standards.
- b. Exercise every precaution at all times for the prevention of accident and the protection of persons (including employees) and property.

### **17. Equal Employment Opportunity**

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The Contractor shall further not discriminate against any employee or applicant for employment to be employed in the performance of this contract with respect to his/her hire, tenure, terms, conditions, privileges of employment or any matter directly or indirectly related to

employment because of age, except in cases of bona-fide occupational qualifications. Non-compliance with the non-discrimination clause of this contract shall result in cancellation, termination or suspension of the contract and the Contractor may be declared ineligible for further City of Escanaba contracts.

## **Specifications**

### **City of Escanaba WWTP Bio-Solids Removal Specifications- 2024**

#### **1. PROJECT OBJECTIVES**

The City will be contracting out our spring Bio-solids removal work. We have two 600,000 gallon storage tanks (tanks referred to as 5 & 6). The city has completed this work in-house for the last 30 years; however, our site is nearly used up and its useful full life is coming to an end.

In a means of planning for future full-time outsourcing, we would like to have a trial run with the spring application completed by a compliant contractor. PFOS rules are a major concern for the city, therefore we are favoring disposal of the biosolids via the local landfill rather than land application. I will consider a proposal for land application; however (as I mentioned) I fear future PFOS litigation and having city liability on private property.

The City of Escanaba is interested in receiving proposals to remove and haul approximately 300,000-500,000 plus gallons of bio-solids from one or both of the storage tanks. This proposal shall be conclusive and include all associated costs including trucking and (or if approved) application of Class B bio-solids on contractor-procured private property which is to be planned and maintained as an approved sludge disposal site from EGLE.

The contractor selected shall seek and procure owner agreements for enough land to successfully apply the bio-solids removed for this project.

The favored method over land application would be pressing the biosolids and disposing of them at the landfill.

The Request for Proposal (RFP) evaluation and selection shall be based on the information submitted by the contractor.

The City of Escanaba will select the successful proposal based on the technical proposal, qualifications, and experience, including the following factors/criteria:

##### **a. Service Capability**

- Provide a written statement concerning the scope of work, including an estimated timeline to conduct and complete all work from start to finish.
- Provide necessary equipment and personnel to transfer bio-solids from the digester to a tanker truck to be hauled to the land application site.
- Provide necessary equipment and personnel for pressing of biosolids and disposal at the landfill.
- Provide adequate Private Landowner agreements for bio-solids application.



- Provide necessary equipment and personnel to perform land application by subsurface injection of the bio-solids, in accordance with the City of Escanaba's existing Residuals Management Plan (RMP) and Michigan Department of Environment, Great Lakes, and Energy (EGLE).
- Provide the Owner with a grab sample of Bio-solids as requested.
- Provide required equipment and personnel that are trained and equipped for confined space entry and comply with all MI-OSHA rules and regulations.
- Remove and dispose of all debris that cannot be pumped.
- Ensure all EGLE required and approved methods of sampling are completed.
  - All lab analyses must be shared with the City for submission to EGLE
- Ensure the landfill will accept the waste.
- Conduct all tests and share results with the city of testing which may be mandated by the landfill.

#### **b. System Cost**

- Discussion during the mandatory meeting shall dictate how the billing process will transgress.
- A few of the possible methods will be discussed:
  - Provide a lump sum total for the project.
  - cost per gallon measured in the tank.
  - Cost based on weight dumped at the landfill (not willing to consider very much unless the city can run multiple tests per day for dryness – and a percentage (%) of dryness will be required before an agreement is made.
  - Cost based on dry ton calculations with the same procedure as above.
  - Others that may be suggested at the meeting.
- Provide a breakdown of costs, such as a total cost per gallon of sludge removed, as well as outlining any additional costs incurred.

#### **c. Miscellaneous**

- Land Application site shall be procured by the contractor.
- Water supplied will be from two different locations using 1.5" fire hose thread and is **NON-POTABLE** service water @ ~80PSI. A Potable source will be made available at the Contractors' expense. A restroom with potable water for washing hands will be made available.
- a 110 Volt power source and a 220 Volt 3 phase power may be possible if required. (cost of an electrician to connect and disconnect this power supply may become the contractor's responsibility)
- Contractor shall provide any additional details that may have been overlooked to assist in their recommendation in response to this Request for Proposal.

If any alternatives are proposed, please spell out clearly the benefits of the alternatives proposed.

The purpose of this Specification is to provide the directional details of the engineering and construction required for this project. The contractor is responsible for specifying the materials, labor and work directives that best meet the City of Escanaba's needs. The Advertisement for Bids, Information for Bidders, Proposal and Specifications establish the basis for the contractual agreement between the City of Escanaba and the Contractor. Although unforeseen circumstances may require a departure from this directive, any deviations require written approval or direction from the WW Superintendent.

## 2. PAYMENT FOR EXTRA WORK

The bid price is for a complete project. Any instances that would require extra work shall be documented in writing and submitted to the WW Superintendent for review. The submittal shall include the reason for the extra work and a breakdown of the price for said work. No extra work is to be done until approved by the WW Superintendent. No extra payment will be received on work that is not approved by the WW Superintendent.

Instances of extra work would be existing conditions differing than assumed once demolition of the existing is complete. All other items shall be included in the base bid.

**3. PAYMENT TERMS:** Full payment at completion of all work as specified. Lien waivers for all sub-contractors and suppliers will be required before final payment.

Payment will be conducted in one (1) payment, coinciding with the completion of each of the two (2) storage tanks.

## 4. FAILURE TO PERFORM.

Failure to perform according to the specifications and proposal will result in immediate cancellation of the contract, with the understanding that the City of Escanaba will contact the Contractor, inform him/her of any deficiencies, and allow corrections of said deficiencies to be made within 24 hours of such notification. Repeated failures of same deficiency will result in immediate termination of the contract after written notice has been given and noted as final notice of failure to comply.

## 5. BASIS OF AWARD

All proposals will be reviewed based on qualifications, price, completion time frame, previous experience, and the best interest of the City of Escanaba. The City of Escanaba reserves the right to accept or reject any proposals.

Sealed proposals will be received by the City of Escanaba at the office of the City Clerk, on or before **2:00 p.m. - local time - on Tuesday, 04/02/2024.**

## 6. INSURANCE REQUIREMENTS

The Contractor shall furnish proof of insurance, before the start of work, establishing minimum coverages as follows:

### Worker's Compensation

Coverage A	Statutory
Coverage B	\$100,000

### Comprehensive General Liability

Per occurrence	\$1,000,000
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General Aggregate \$1,000,000

Comprehensive Automobile Liability

Combined Single Limits \$1,000,000

The City of Escanaba shall be named as “additional insured” on all certificates. All policies affording coverages required in this section shall further be endorsed to provide a ten (10) day notice to be delivered to the City before any coverages are either reduced or cancelled.

**7. PERFORMANCE BOND**

The Contractor will be required to furnish a performance bond upon notification of the acceptance of his proposal. The performance bond will be for 100% of the proposal amount.

**PROPOSAL**

**PROPOSAL REQUIREMENTS**

The vender shall provide a statement of the proposal, which provides a detailed and complete statement about each of the following requirements:

**a. Service Capability**

- Provide a written statement concerning the scope of work, including an estimated timeline to conduct and complete all work from start to finish.
- Provide necessary equipment and personnel to transfer bio-solids from the digester to a tanker truck to be hauled to the land application site which is being sought and procured by the contractor.
- Provide necessary equipment and personnel if pressing biosolids and disposing of at the landfill.
- Schedule the EGLE-mandated PFOS - PFOA testing before land application in conjunction with City Staff with enough lead time to ensure lab results are in hand in order to follow the rules and regulations of this contaminant. (City will conduct and pay for this lab work)
- **Seek and procure private property land application sites for bio-solids removed.**
- Provide necessary equipment and personnel to perform land application by subsurface injection of the bio-solids, in accordance with the City of Escanaba’s existing Residuals Management Plan (RMP) and Michigan Department of Environment, Great Lakes, and Energy (EGLE).
- Provide the Owner with a grab sample of Bio-solids as requested.
- Provide required equipment and personnel that are trained and equipped for confined space entry and comply with all MI-OSHA rules and regulations.
- Remove and dispose of all debris that cannot be pumped.

- Contractor shall provide any additional details that may have been overlooked to assist in their recommendation in response to this Request for Proposal.

**b. System Cost**

- Provide a lump sum total for the project, cost per gallon.
- Provide a break-down of costs, such as: a total cost per gallon of sludge removed, as well as outlining any additional costs incurred.

**c. Miscellaneous**

- Contractor shall provide any additional details that may have been overlooked to assist in their recommendation in response to this Request for Proposal.

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**ADDENDUM & PROPOSAL**

**WWTP Bio-Solids Removal - 2024**

Date \_\_\_\_\_

Proposal of \_\_\_\_\_, (hereinafter called Bidder), a corporation, organized and existing under the laws of the State of \_\_\_\_\_, doing business as \_\_\_\_\_. To the City Council, City Hall, P.O. Box 948 , City of Escanaba, Michigan, (hereinafter call Owner).

The Bidder, in compliance with the advertisement for bids and specifications for the **WWTP Bio-Solids Removal**, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposed to furnish all labor, materials, and supplies and to construct the project in accordance with the contract documents, within the time set forth therein, and at the price and/or prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is part.

Exact dates of construction shall be coordinated with the City of Escanaba WW Superintendent prior to start of any construction.

The City of Escanaba reserves the right to delete part of or negotiate directly with any and all bidders concerning any matter related to any bid.

The Bidder acknowledges receipt of the following addendum:

\_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_ Dated: \_\_\_\_\_

# WWTP Bio-Solids Removal - 2024

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

City of Escanaba, PO Box 948, Escanaba, MI 49829

We the undersigned, agree to furnish the City of Escanaba, Michigan **BIO-SOLIDS REMOVAL**, in accordance with the attached minimum specifications, which are part of this proposal, at the following price:

**Cost Per XXXXX (TBD in meeting) of Bio-Solids for Removal:** \$ \_\_\_\_\_

**Any Additional cost not mentioned:** \$ \_\_\_\_\_

**Please provide a detailed description of any additional costs:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Blank Space:** \$ \_\_\_\_\_

**Blank Space:** \$ \_\_\_\_\_

**Projected Total Project Cost:** \$ \_\_\_\_\_

**DATE OF PLANNED SERVICE:** \_\_\_\_\_

**All Work Must be completed by June 30<sup>th</sup> 2024.**

FOB: City of Escanaba

***CERTIFIED CHECK, CASHIER'S CHECK,  
OR BIDDER'S BOND ENCLOSED  
IN THE AMOUNT OF:***

\$ \_\_\_\_\_  
**(Must be included to qualify)**

The above lump sum price shall include labor, materials, overhead, profit, insurance, etc. to complete this project under this Contract.

The Bidder understands that the OWNER reserves the right to reject any or all bids and to waive any informalities in the bids.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Upon written notice of acceptance of this bid, the Bidder will execute the formal contract attached within ten (10) days after said notice and deliver a surety bond and/or bonds as required. The bid security attached in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) is to become the property of the OWNER in the event the contract and bond and/or bonds are not executed and delivered within the time above set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

SUBMITTED BY:

**FIRM:** \_\_\_\_\_

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

**BY:** \_\_\_\_\_

**PRINTED**

**NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

(Business Address Seal- if bid is by a corporation)

**WWTP Bio-Solids Removal - 2024**

**BID BOND**

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_ as principal and \_\_\_\_\_, as Surety, are hereby held and firmly bound unto the City of Escanaba, Delta County, Michigan, as Owner in the penal sum of \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for...

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

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate.

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreements created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them are corporations who have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

SEAL:

\_\_\_\_\_ (L.S.)      Principal \_\_\_\_\_

Surety \_\_\_\_\_

# CONTRACT

THIS AGREEMENT, made this the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between (1) The City of Escanaba, Delta County, Michigan, acting herein through its (2) City Manager or W-WW Supt, hereinafter called Owner and (3), \_\_\_\_\_ an individual doing business as \_\_\_\_\_, a partnership, a corporation of the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter called Contractor.

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

## WWTP Bio-Solids Removal - 2024

hereinafter called the project, for the sum of \_\_\_\_\_ and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (it's or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the Contract, the plans which include all maps, plats, blue prints and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by the W/WW Superintendent, herein entitled the Architect/Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract. The Contractor further agrees to pay, as liquidated damages, **the sum of \$500.00 for each consecutive day after June 30th, 2024**, if work is not completed as specified within the bid.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Article 14, Payments to CONTRACTOR and Completion, of the General Conditions.

IN WITNESS THEREOF, the parties to these presents have executed this contract in one (1) counterparts, Copies be deemed as original, in the year and day first above mentioned.

**SEAL:**

**ATTEST:**

\_\_\_\_\_  
Phil DeMay, City Clerk

The City of Escanaba, Delta County, Michigan  
(Owner)

By: \_\_\_\_\_  
Jim McNeil, City Manager or Jeff Lampi W-WW Supt

\_\_\_\_\_  
Witness,

**SEAL:**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Address

1. Corporate name of Owner
2. Title of authorized official
3. Strike out inapplicable terms. Secretary of the Owner should attest.
4. If contractor is corporation, Secretary should attest. Give proper title of each person executing contract.



# **PERFORMANCE BOND**

KNOWN ALL MEN BY THESE PRESENTS: That we (1) \_\_\_\_\_,  
a (2) Corporation hereinafter called Principal and (3) \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_,  
hereinafter called the Surety, are held and firmly bound unto (4) The City of Escanaba of Delta  
County, Michigan, hereinafter called Owner, in the penal sum of \_\_\_\_\_  
in lawful money of the United States, for the payment of which sum well and truly to be made, we  
bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by  
these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain  
contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
a copy of which is hereto attached and made a part hereof for the construction of:

## **WWTP Bio-Solids Removal - 2024**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the  
undertakings, covenants, terms, conditions and agreements of said contract during the original term  
thereof, and any extensions thereof which may be granted by the Owner, with or without notice to  
the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall  
fully indemnify and save harmless the Owner from all costs and damages which it may suffer by  
reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which  
the Owner may incur in making good any default, then this obligation shall be void; otherwise to  
remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that  
no change, extension of time, alteration or addition to the terms of the contract or to the work to be  
performed there under or the specifications accompanying the same shall in any way affect its  
obligation on this bond, and it does hereby waive notice of any such change, extension of time,  
alteration or addition to the terms of the contract or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall  
abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS THEREOF, this instrument is executed in four (4) counterparts, each one of which  
shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Principal Secretary

By:\_\_\_\_\_

\_\_\_\_\_  
Address

**SEAL:**

\_\_\_\_\_  
Witness to Principal

\_\_\_\_\_  
Address

**ATTEST:**

\_\_\_\_\_  
Surety Secretary

Surety\_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-fact

**SEAL:**

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

NOTE: Date of bond must not be prior to date of contract.

1. Correct Name Contractor
2. A Corporation, a Partnership, or an Individual, as case may be
3. Correct name of Surety
4. Correct name of Owner
5. If Contractor is Partnership, all partners should execute bond. (Performance Bond – P.2)

# CERTIFICATE OF GRANTEE/BORROWERS ATTORNEY

I, the undersigned \_\_\_\_\_,  
the duly authorized and acting legal representative of \_\_\_\_\_  
\_\_\_\_\_, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provision thereof.

\_\_\_\_\_

\_\_\_\_\_  
Date