



**CITY OF MASON
INGHAM COUNTY, MI**

BID PACKAGE

FOR THE

2018-2020 BIOSOLIDS PROGRAM
REMOVAL, TRANSPORTING, LAND APPLICATION,
AND MANAGEMENT SERVICES OF BIOSOLIDS

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**CITY OF MASON
REQUEST FOR PROPOSALS
2018-2020 BIOSOLIDS PROGRAM**

The City of Mason will receive sealed bids for the “2018-2020 BIOSOLIDS PROGRAM”. Bids will be received until 3:00 p.m., Thursday, March 1, 2018 at City Hall, 201 West Ash Street, Mason, Michigan 48854, at which time they will be publicly opened and read.

Bids shall be on the printed forms prepared by the City of Mason. Each bid proposal shall be enclosed in a sealed envelope, addressed to: City of Mason, Attn: City Clerk, at the above City Hall address and clearly marked on the outside of the proposal packet: **“2018-2020 BIOSOLIDS PROGRAM”**. Each proposal packet shall be submitted in its entirety with the bid.

Proposal packets for the project may be obtained at the City Clerk’s Office, 201 West Ash Street, Mason, MI 48854 (517-676-9155), or on the Mason City website www.mason.mi.us

The City of Mason reserves the right to reject any and all bids, to waive minor technicalities and to make an award in the best interest of the City.

Sarah Jarvis
Mason City Clerk

**THIS PROPOSAL SHALL NOT BE DETACHED FROM THE
CONTRACT DOCUMENTS WHEN SUBMITTED**

BID PROPOSAL

To: City of Mason
Ingham County, MI

Proposal From: _____
(Name of Company, hereinafter called "Bidder")

* a corporation, organized and existing under the laws of the State of Michigan a partnership, or an individual doing business as:

*Insert corporation, partnership, or individual as applicable

Address: _____

City: _____

State: _____ Zip: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

The Bidder, in compliance with your Advertisement for Bids for the contract entitled, **2018-2020 BIOSOLIDS PROGRAM**, having examined the drawings, specifications, related documents, the site of the proposed work, the soil and other site conditions, availability of materials and supplies and being familiar with all of the conditions surrounding the proposed project, hereby propose to complete the project in accordance with the Contract Documents within the time set forth therein, and at the prices stated herein. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which the Proposal is a part.

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in written Notice to Proceed of the Owner and to fully complete the project in accordance with the schedule for completion as outlined in Information for Bidders. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 each consecutive calendar day thereafter as hereinafter provided in the Information for Bidders.

Bidder acknowledges receipt of the following addendum:

N/A

Bidder agrees to perform all the work described in the Contract Documents, for the following price(s):

ITEM	DESCRIPTION	TOTAL
<p>The undersigned has examined the proposed Biosolids Management Specifications contained with the City of Mason for removing, transporting, land application, and providing management services of biosolids and proposes to remove and transport from the City of Mason Publicly Owned Treatment Works (POTW) Plant at such time scheduled by the City of Mason and apply to agricultural land sites approved by the Michigan Department of Environmental Quality (MDEQ) and included in the approved Program for Effective Residuals Management in strict accordance with all stipulations contained herein, for the amounts listed below:</p>		
1.	<p>From and after March 1, 2018:</p> <p style="text-align: right;">in writing: _____</p> <p style="text-align: right;">in figures: _____</p>	<p style="text-align: right;">Cents per Gallon</p> <p style="text-align: right;">Cents per Gallon</p>
2.	<p>From and after January 1, 2019:</p> <p style="text-align: right;">in writing: _____</p> <p style="text-align: right;">in figures: _____</p>	<p style="text-align: right;">Cents per Gallon</p> <p style="text-align: right;">Cents per Gallon</p>
3.	<p>From and after January 1, 2020:</p> <p style="text-align: right;">in writing: _____</p> <p style="text-align: right;">in figures: _____</p>	<p style="text-align: right;">Cents per Gallon</p> <p style="text-align: right;">Cents per Gallon</p>
4.	<p>Annual digester cleaning, hourly rate:</p> <p style="text-align: right;">in writing: _____</p> <p style="text-align: right;">in figures: _____</p>	<p style="text-align: right;">Per Hour</p> <p style="text-align: right;">Per Hour</p>

Bidders shall enter amounts for ALL Bid Items.

The Bidder agrees that the above amounts, corrected for any errors in extensions or additions if applicable, shall be the basis for determination of award of this contract along with all other requirements and consideration for award as provided under Basis of Award in Information for Bidders. Bidder further agrees that final contract price will be adjusted up or down to reflect actual units removed under this Contract. If applicable, Superintendent shall check extensions and addition of all items.

The above prices shall include all labor, materials, removal, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for. The term of this agreement shall be from March 1, 2018 through and including December 31, 2020.

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

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 receipt of written notice of the acceptance of bid, bidder will execute the formal contract attached within TEN (10) days.

IN WITNESS WHEREOF, the Bidder agrees to the foregoing terms this _____ day of _____, 20_____.

Bidder

By: _____

Printed Name: _____

LEGAL STATUS OF BIDDER

The bidder shall fill out the appropriate form and strike out the other two.

_____ A corporation duly organized and doing business under the laws of the State of Michigan for whom _____ bearing the official title of _____, whose signature is affixed to this proposal, is duly authorized to execute contracts.

_____ A partnership, all of the members of which, with addresses, are:

_____	_____
_____	_____
_____	_____

_____ An individual, whose signature is affixed to this proposal.

INFORMATION FOR BIDDERS

1. Description of Work

The work consists of doing everything required to be performed and providing and furnishing all of the labor, power, and materials as described in the Specifications, if applicable, necessary tools and equipment, Workman's Compensation and Property Damage and Public Liability Insurance, superintendence and all utility and transportation services required to complete all the work required.

2. Location of Work and Soil Conditions

The work required under this contract is located upon sites owned by the Owner and/or rights-of-way obtained by the Owner.

The bidder shall base his/her bid upon his/her personal information on soils, soil conditions, roadways and working areas, facilities for receiving transporting, handling, storing and placing materials and equipment and shall base his/her bid upon his/her personal knowledge of the environment and physical conditions, which he/she may encounter. This personal knowledge must be obtained by the bidder from his/her own detailed inspection of the proposed work locations.

The Owner shall have no financial or other responsibility for soil conditions which may be encountered by the bidder and/or contractor because of physical or environmental conditions or circumstances.

3. Owner

The word "Owner" as used in the Specifications and Contract Documents shall refer to the **CITY OF MASON**, Ingham County, Michigan.

4. Basis of Proposals

Proposals are solicited for the work as described in the Specifications. In comparing proposals, the Per Unit Bid Price will be used as the basis of award. Bid prices will be corrected for errors in extensions or additions.

5. Form of Proposals

All proposals must be submitted on the form prepared for that purpose, which are titled "Bid Proposal". Each Bid Proposal, included with the Contract Documents, shall be enclosed in a sealed envelope, addressed to: **CITY OF MASON, Attn: City Clerk, 201 W. Ash Street, Mason, MI 48854** and clearly marked on the outside of the proposal packet: (“**2018-2020 BIOSOLIDS PROGRAM**”).

6. References

Each bidder must submit with his/her “BID PROPOSAL” a list of references that the CITY OF

MASON may contact regarding the work to be done.

7. Interpretation of Contract Documents

If any individual, corporation or partnership contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Drawings, Specifications, or other parts of the documents, he may submit to the Owner a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the documents will be made by an addendum issued by the City of Mason. A copy of such addendum will be mailed or delivered to each person receiving a set of the documents and to such other prospective bidders as have requested that they be furnished with a copy of each Addendum.

8. Withdrawal of Bids

Any bidder may withdraw his bid prior to the scheduled time for receipt of bids. No bidder may withdraw his bid for a period of THIRTY (30) days from the date of bid opening.

9. Basis of Award

The contract for this project shall be awarded to the lowest responsive, responsible bidder. The lowest bid shall be determined on the basis of the lowest bid for the cost per gallon of application, including cost per work for annual digester cleaning.

The procedure for Bid Award shall be as follows:

- (1) Open Sealed Bids
- (2) Owner reviews Bid Proposals.
- (3) Decision by Owner.

Prior to final award of the contract, the Bidder shall be required to furnish evidence satisfactory to the Owner that the Bidder has the facilities, equipment, ability and pecuniary resources to fulfill the conditions of the contract.

10. Right to Reject and Waive Defects

The Owner shall have the right to determine if bids are responsive and responsible, and to waive minor defects or irregularities in any Proposal, if it appears in the interest of the Owner to do so. Bids which contain stipulations shall not be considered.

11. Bid Proposal

The Bidder is cautioned that each item contained in the Bid Proposal and supplemental documents must be properly completed for the bid to be considered.

THE BIDDER SHALL COMPLETE THE FOLLOWING:

- (1) Proposal which includes legal status of bidder
- (2) Bid Proposal Section must remain in Contract Book when bidding

The legal status of the bidder, that is, as a corporation, a partnership, or an individual, must be stated in the Proposal. A corporation bidder must name the state in which its articles of incorporation are held and must give the title of the official having authority to sign contracts. A partnership bidder must give the full name and post-office address of all partners. (See Bid Proposal).

The official address of each Bidder must be provided in the Bid Proposal. All proposals shall be in full conformity with all conditions set forth in the Information for Bidders, Contract, and Specifications.

12. Owner Right to Reduce Scope of Work

If the apparent lowest, responsive, responsible bidder exceeds the funds available to the Owner for the project, the Owner shall then have the right to reduce the scope of the work, delete items in the Bid Proposal or reject all bids.

Changes in project scope as-bid shall be by Change Order No. 1 which shall be agreed to by the Owner and the Contractor and which shall be signed at the same time as the Contract.

13. Time for Consideration of Proposals

The Owner shall have NINETY (90) days to consider the award of the Contract. If no contract is awarded within NINETY (90) days from the date of bid opening, all bids and proposals shall be considered as automatically rejected.

14. Execution of Contract

The Bidder to whom the contract is awarded will be required to execute the Contract within FIFTEEN (15) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Contract. In case of failure of the BIDDER to execute the Contract, the OWNER may consider the BIDDER in default.

The OWNER within FIFTEEN (15) days of receipt of Contract signed by the party to whom the Contract was awarded shall sign the Contract and return to such party an executed duplicate of the Contract. Should the OWNER not execute the Contract within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Contract. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within FIFTEEN (15) days of the execution of the Contract by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the fifteen (15) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Contract without further liability on the part of either party.

15. Contractors Insurance

The Contractor shall not commence work under this Contract until he has obtained all insurance required under this section and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

The Contractor shall provide the following coverages:

- a. Compensation Insurance.--The Contractor shall take out and maintain during the life of the Contract, Worker's Compensation Insurance in accordance with the Worker's Compensation Law of Michigan, for all of his employees employed at the site of the project, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide said insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor.
- b. Public Liability and Property Damage Insurance.--The Contractor shall take out and maintain during the life of the Contract such Public Liability and Property Damage Insurance as shall protect him and any Subcontractor performing work covered by the Contract, including owned and non-owned automobile insurance, and protect and hold the Owner, **CITY OF MASON**, harmless from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by himself, or by any Subcontractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be as provided herein.
- c. Minimum coverage limits for Public Liability Insurance and Owner's Protective Insurance shall be as follows:

General Liability - \$ 1,000,000/\$ 2,000,000 Aggregate
Workers Comp - \$ 100,000/\$ 500,000 Aggregate
Combined Single Limit - \$ 2,000,000

Document must state The City of Mason, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers shall be additionally insured.
- d. The surety & insurance companies providing all coverages on this Project shall have and maintain during the term of this contract a minimum A.M. Best (Best's Key Rating Guide) rating classification of AA.
- e. The successful bidder shall pay all royalties and license fees and shall hold and save the CITY OF MASON, its officers, agents, and employees harmless from liability of any nature and kind, including costs and expenses for or on account of any patented or unpatented invention, process, article or appliance manufactured or used in the

performance of the contract, including its use by the CITY OF MASON in the respect, the successful bidder shall defend all suits and claims for infringements of any patent or license rights.

16. Licenses and Permits

Prior to commencing any work, the successful bidder shall obtain and furnish the CITY OF MASON copies of all necessary approvals and permits, including, but not limited to, approvals and permits for equipment and the land disposal operation required by all governmental units and regulatory agencies.

17. Assignments

The successful bidder shall not assign, transfer, convey or otherwise dispose of the Agreement or his/her right to execute it or his/her right, title, or interest to it or any part thereof, or assign any of the monies due or to become due under the Agreement, without the prior written consent of the CITY OF MASON.

18. Time of Starting and Completion

The Contractor will contact the Superintendent and begin the project within FIFTEEN (15) calendar days after receipt of written "Notice to Proceed" and as stated in Specifications, section 1.D. remove, transport and start land application of biosolids from the POTW within TWENTY-ONE (21) days of verbal notification by the City, weather and field conditions permitting, unless the Owner shall, in writing authorize a further delay.

19. Definition of Notice

Where in any of the Contract Documents there is any provision to the giving of any notice, such notice shall be deemed to have been given:

- (1) As to the Owner, when written notice shall be delivered to the Owner, or shall have been placed in the mails addressed to the City Administrator of the Owner at the place where the bids for the Contract were opened;
- (2) As to the Bidder, when a written notice shall have been delivered to the chief representative of the Bidder at the site of the work or by mailing such notice to the Bidder at the place stated in the papers prepared by him to accompany his proposal as the address of his permanent place of business.

20. Payments to Contractor

Final payment to the contractor shall not be made until final acceptance of all work under this Contract. Final acceptance shall mean acceptance and approval by the Owner of the entire work under this Contract and approval of all records and other written data required in the Contract Documents.

21. Cancellation Clause

The CITY OF MASON shall have the right to terminate the Agreement upon SIXTY (60) days written notice. The CITY OF MASON shall have the right to terminate the Agreement immediately if the successful bidder fails to comply with all applicable Federal, State and Local regulations or for non-performance which may endanger the public health, safety or welfare.

22. Safety

The successful bidder shall comply with all Federal, State and Local laws and regulations governing the furnishing and use of all safeguards, safety devices, and protective equipment, and take any other needed actions on his/her own responsibility as necessary to protect the life and health of employees on the job and the safety of the public and to protect property during the performance of the Agreement.

23. Elliott-Larsen Civil Rights Act

Neither the Contractor nor any of its subcontractors shall 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 or marital status, and Contractor agrees that all subcontracts will provide language substantially identical to that set forth herein. It is further understood that a breach of this covenant may be regarded as a material breach of this contract.

24. Michigan Handicappers' Civil Rights Act

Incorporated by reference in Section 209 of Article 2 of the Michigan Handicappers Civil Rights Act of 1976, as amended, which states in part that a contractor and his/her subcontractor(s) shall not discriminate against an employee or applicant for employee with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of handicap that is unrelated to the individuals ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of this Agreement.

25. Americans With Disabilities Act

Incorporated by reference in Section 102 of the American With Disabilities Act, 42 U.S.C. Subsection 12112, which provides that no covered entity shall discriminate against a qualified individual with a disability because of the disability of such individual with regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions and privileges of employment, and Section 202 of the Americans With Disabilities Act, 42 U.S.C. Subsection 12132, which provides that no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities of a public entity or be subject to discrimination by any such entity.

SPECIFICATIONS

BIOSOLIDS PROGRAM REMOVAL, TRANSPORTING, LAND APPLICATION, AND MANAGEMENT SERVICES OF BIOSOLIDS

The City of Mason is a Michigan municipality producing biosolids as a result of the operation of its Publicly Owned Treatment Works (POTW) Plant. Contractors/Bidders submitting proposals agree as follows:

1. Contractor agrees, for the sole consideration set forth in Part III, A., below that it will:
 - A. Provide all necessary management services relative to federal, state and local laws, rules and regulations for the removal, transportation and beneficial land application of wastewater biosolids received from the City. Contractor will abide by and observe all federal 40 CFR Part 503 and Michigan Department of Environmental Quality (MDEQ) requirements which pertain to the “applier” of the biosolids, and shall provide soil tests and all supporting documentation and reporting as required by the MDEQ. Contractor agrees that it will include two (2) biosolids samples for each biosolids application event. Each sample shall be collected prior to the removal and application of the biosolids, and tested for: pH, total solids, volatile solids, Total Kjeldahl nitrogen, ammonia, nitrate, phosphorous, potassium, arsenic, cadmium, chromium, copper, lead, mercury, molybdenum, nickel, selenium, zinc and radium, or such additional or modified parameters as may be required by the MDEQ.
 - B. Accept from the City stabilized biosolids suitable for beneficial use in land application programs under federal, state and local laws, rules and regulations that meet the requirements for Processes to Significantly Reduce Pathogens (PSRP) Class B treatment.
 - C. Provide all labor and equipment necessary to remove biosolids from the biosolids storage tanks at the City’s POTW Plant and place same into transport vehicles and transport same to suitable farm land application sites in accordance with federal, state and local laws, rules and regulations.
 - D. Shall remove, transport and start land application of biosolids from the POTW within TWENTY-ONE (21) days of verbal notification by the City, weather and field conditions permitting, unless the Owner shall, in writing authorize a further delay.

- E. Provide, immediately upon completion of the application of biosolids, original load sheet(s) signed by the Contractor's authorized employee and the City's authorized representative prior to billing the City for the quantity of biosolids removed. One copy of the load sheet(s) shall remain with the City and the other shall remain with the Contractor, and shall provide the following:
 - a. The date of removal;
 - b. Time of departure from the POTW;
 - c. Truck identification number;
 - d. Name of driver;
 - e. Amount of biosolids removed (expressed in gallons);
 - f. Name of the farmer receiving biosolids and approved field identification number;
 - g. The number of acres accepting biosolids.

- F. The quantity of biosolids loaded on a vehicle shall be recorded as the certified capacity of the vehicle. If discrepancies arise as to the quantity of biosolids removed from a storage tank, a comparison of volume in the vehicle to the measured volume per inch of biosolids in the storage tank will be made. Based on this comparison, mutual agreement of both parties shall dictate the manner by which biosolids volumes are determined.

- G. Provide the necessary labor and equipment to properly apply biosolids to suitable application sites at agronomic rates in accordance with all applicable federal, state and local laws, rules and regulations.

- H. Provide comprehensive management services that include the location of suitable farmland application sites. Application sites shall meet the requirements for land application sites in accordance with all applicable federal, state and local laws, rules and regulations for the use and disposal of biosolids.

- I. Complete and provide copies of all required federal and state waste disposal sheets as required by the City's approved "Program for Effective Residuals Management," PERM (Biosolids Management Plan). These records shall be maintained for the specified time period by the Contractor and shall be provided to the City on a monthly basis. Reports shall be submitted to the City by the sixth (6th) of each month for biosolids land applied during the previous month.

- J. Allow the City, its agents and/or employees to inspect land application sites, proposed and approved, used in the application of the City's biosolids, and allow the city to monitor daily operations with respect to application of the City's biosolids.

- K. In the event of a spill or a regulatory problem involving the City's biosolids, the Contractor shall promptly notify the City. In the event that such events are attributed to the Contractor, the Contractor shall provide for the prompt cleanup of any spill from the Contractor's equipment, or shall reimburse the City for any costs of cleaning up spills that occur in the city and are cleaned up by the City. The Contractor is responsible for the cleanup of any spills outside city limits. The Contractor covenants and agrees that it will defend, indemnify and hold the City harmless from any liability under the Michigan Environmental Response Act, 1982 PA 307, as amended, including response activity, costs and damages for any release or threat of release which occurs in whole or in part as a result of any act or omission of the Contractor or its agents or employees.
 - L. The Contractor shall provide the City an insurance certificate listing coverages as stated in the bid proposal form for the term of this agreement. The foregoing notwithstanding, the Contractor agrees that during the term of the agreement Contractor shall carry all insurance required by law and liability insurance with reference to all motor vehicles utilized in the performance of its duties hereunder and to name the City of Mason as an additional insured. Such insurance shall be noncancelable during the term of this agreement, except upon not less than thirty (30) days prior written notice to the City. It is understood that failure to maintain such insurance shall be grounds for immediate termination of this agreement by the City.
2. The City of Mason agrees that it will:
- A. Provide to the Contractor copies of all biosolids analyses which the City has undertaken and provide copies of all applicable permits or approval obtained from regulatory agencies applicable to the scope of the work contemplated herein.
 - B. Provide rights of ingress and egress to the Contractor to facilitate the removal of biosolids from the City's facility.
 - C. Tender to the Contractor all biosolids that are generated at the City's facility and which are suitable for land application on approved agricultural land as specified herein and during the term of this agreement.
 - D. Provide non-hazardous, stabilized biosolids to the Contractor acceptable for land application which meet minimum PSRP (Class B) treatment criteria for pathogen reduction requirements.

- E. Be responsible for additional characterization analyses such as organic scans or Toxic Characteristic Leaching Procedure (TCLP) assays as may be required by regulatory agencies. These analyses shall be done at the expense of the City.
 - F. Be responsible for, and maintain, all required federal, state and local biosolids management permits.
3. Additional terms of the agreement are:
- A. It is further agreed that, if requested by the City, the Contractor shall provide confined space entry services to clean digesters or storage tanks for the purpose of removing accumulated biosolids for subsequent land application at a unit price specified in the Bid Proposal for time spent inside the structure, plus the per gallon application rate also specified in the Bid Proposal. The Contractor shall provide all required confined space safety equipment and personnel and the City shall provide required cleaning water at no cost to the Contractor.
 - B. It is understood by the Contractor that failure to remove and apply biosolids as per the conditions set forth by this agreement within twenty-one (21) calendar days from the date of written notification shall be grounds for termination of this agreement by the City. Further, in the event of such failure, the Contractor shall reimburse the City for any and all costs, expenses and/or damages incurred by the City in obtaining alternate sources for the performance of the Contractor's duties hereunder.

CONTRACT

THIS AGREEMENT, Entered into this _____ day of _____, 20_____, by and between _____ of _____, party of the first part and hereinafter called the Contractor, and the **City of Mason**, hereinafter called the Owner, party of the second part.

WITNESSETH, that the said Contractor, for the consideration hereinafter mentioned, has agreed and does hereby agree with the said Owner that he will furnish all labor, power, materials, equipment, supplies, superintendence, Workmen's Compensation, Public Liability, and Property Damage Insurance to do and complete the work for the **2018-2020 BIOSOLIDS PROGRAM** for the said Owner and that he will fully complete the same according to the Drawings and Specifications therefore and according to the proposal attached hereto and made a part of this Contract, to which reference is made for a more particular description of the work.

The Contractor agrees, as he has bid, to do said work at the prices bid in his Proposal, which price is understood to cover every contingency, the furnishing of all labor, power, materials, supplies, equipment, superintendence, complete insurance coverage, and the completion of everything connected with the project of said **2018-2020 BIOSOLIDS PROGRAM**.

The total contract price, based on prices stated in the proposal and approximate quantities stated therein is:

ITEM	DESCRIPTION	TOTAL
	The undersigned has examined the proposed Biosolids Management Specifications contained with the City of Mason for removing, transporting, land application, and providing management services of biosolids and proposes to remove and transport from the City of Mason Publicly Owned Treatment Works (POTW) Plant at such time scheduled by the City of Mason and apply to agricultural land sites approved by the Michigan Department of Environmental Quality (MDEQ) and included in the approved Program for Effective Residuals Management in strict accordance with all stipulations contained herein, for the amounts listed below:	
1.	From and after March 1, 2018:	
	in writing: _____	Cents per Gallon
	in figures: _____	Cents per Gallon
2.	From and after January 1, 2019:	
	in writing: _____	Cents per Gallon
	in figures: _____	Cents per Gallon

The Contractor hereby certifies and agrees that all work and all operations relating to work done under this contract by the Contractor or any subcontractor will be done in accordance with all applicable, current Federal and State laws and regulations and the Occupational Safety and Health Act. The Contractor further certifies that he will provide training and instruction on state and federal safety laws and regulations and on safe working practices to all persons involved with work under this contract.

The Contractor agrees that at his own expense, he shall protect and defend the Owner and agrees to indemnify, and save harmless the Owner for all damage, injuries, deaths, costs and expenses that may be incurred as a result of any activities of the Contractor or his subcontractors on this project.

The Contractor and the Owner mutually agree that the Owner shall have the right to reduce the scope of this work in accordance with the Bid Proposal of these Contract Documents and that such deletion, when made in writing by the Owner shall be by an amount which is in accordance with the Contractor's Bid Proposal.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year first above written.

City of Mason

Owner

Contractor

By: _____

By: _____

Deborah S. Stuart

Printed Name: _____

Title: City Administrator

Title: _____