



**CITY OF JACKSON PURCHASING**  
**161 W. MICHIGAN AVE.**  
**JACKSON, MI 49201**  
**(517) 788-4020 FAX: (517) 788-4630**

**DATE: October 5, 2015**

**DUE DATE: October 14, 2015, 3:00 PM**

**PLEASE DIRECT INQUIRIES REGARDING THIS QUOTE TO:**

**(517) 788-4020**

**PLEASE RETURN QUOTATION TO:**  
**CITY OF JACKSON PURCHASING DEPARTMENT**  
**161 W MICHIGAN AVENUE**  
**JACKSON, MI 49201**

**PRICE QUOTE - NOT A PURCHASE REQUEST**

**The City of Jackson is soliciting price quotes for the following:**

DESCRIPTION	LUMP SUM BID
Lump sum bid for Cleaning of #2 Primary Digester at the WWTP, 2995 Lansing Avenue per the attached specifications. Questions pertaining to specifications will be addressed by Todd Knepper, Jackson WWTP, 517-768-6142.	
REFERENCES: Please provide contact person and telephone number of three (3) references for similar scope of work performed.	
1.	
2.	
3.	

**ALL LINES BELOW MUST BE COMPLETED FOR AWARD CONSIDERATION**  
 (Please type or print)

**VENDOR NAME:** \_\_\_\_\_

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

**CITY, STATE, ZIP:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**PRINT/TYPE SIGNATURE AND TITLE:** \_\_\_\_\_

**WARRANTY AND/OR GUARANTEE:** \_\_\_\_\_

**TERMS:** \_\_\_\_\_

**SHIPPING MUST BE INCLUDED IN ALL BIDS. PRICES TO REMAIN IN EFFECT FOR ONE YEAR.**

*The City of Jackson does not discriminate on the basis of religion, race, color, national origin, age, sex, height, weight, handicapped, or marital status as to: access, availability, employment, or participation in any of its programs and activities.*

The City reserves the right to reject any and all bids and to waive minor irregularities and/or technicalities in the bids.

# AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Jackson, Michigan, a Michigan municipal corporation, herein "the City", and \_\_\_\_\_ whose address is \_\_\_\_\_ herein "the Contractor".

WITNESSETH:

WHEREAS, the City deems it necessary to undertake the Project as herein described; and

WHEREAS, the City has requested bids for said Project; and

WHEREAS, the Contractor submitted a bid for said Project which was accepted by the City as the lowest responsive and responsible bid, and

WHEREAS, the City has in all other respects complied with requirements for entering into this Agreement; and

WHEREAS, the persons executing this Agreement are duly authorized by the respective parties;

NOW, THEREFORE, for, and in consideration of, the recited promises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

- I.     A.     Contractor agrees to provide all equipment, material, supplies, labor and services necessary to commence and complete the Project as described in the Contract Documents; and
- B.     Contractor agrees to perform all work described in the Contract Documents in a substantial and workmanlike manner, and to comply with all the requirements in the Contract Documents at the bid submitted for the total not to exceed sum of \_\_\_\_\_.
- C.     Contractor agrees to commence work within five (5) days from Notice to Proceed and to complete all work within the time limit as listed in the Contract Documents.
- II.    The City agrees to pay the Contractor in the manner, and at such times, as set forth in the Contract Documents.
- III.   This Agreement includes of all the Contract Documents listed on Page G 1 of 9, which are fully incorporated by reference whether attached or not.
- IV.    This Agreement is binding on the parties hereto, and their respective heirs, personal representatives, and assigns.

VI. The provisions of the City of Jackson's Purchasing Manual as last amended shall, where applicable, be binding on all transactions.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) counterparts, each of which shall be deemed an original, the day and year above written.

CITY OF JACKSON, MICHIGAN  
a Municipal Corporation

\_\_\_\_\_  
Witness

By \_\_\_\_\_

Its \_\_\_\_\_

\* \* \* \* \*

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Witness

By \_\_\_\_\_

Signature

\_\_\_\_\_  
Please print or type name

Title \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Bethany M. Smith  
City Attorney

# GENERAL CONDITIONS

- I. **DEFINITION OF TERMS USED:** The terms used in the Contract Documents are defined as follows:
- A. "City" shall mean the City of Jackson, Michigan, a municipal corporation or the City department responsible for overseeing the performance of the work.
  - B. "Contract Documents" shall include the following:

Invitation for Bids	Specifications
Instructions to Bidders	General Conditions
Notice of Award	Special Provisions
Addendums	Plans and Drawings
Agreement	Supplemental Specifications
Insurance Certificate	Bid
Change Orders	All other documents attached hereto
Notice to Proceed	
  - C. "Contractor" shall mean the person or persons, firm partnership, company or corporation who has contracted for the completion of the work specified in the contract documents.
  - D. "Work" shall mean the services to be performed by the Contractor as set forth in these contract documents.
- II. **CONTRACTOR'S OBLIGATIONS:**
- A. **Schedule of Work:** The Contractor shall prior to start of construction, submit to the City for approval a practicable and feasible schedule, showing the order in which he proposes to carry on the work. The schedule shall be in the form of a progress chart of suitable scale to indicate approximately the percentage of work scheduled for completion at any time.
  - B. **Drawings and Specifications:** The drawings and specifications are so drafted as to indicate the conditions existing to the best knowledge and belief of the City, but are not guaranteed 100 percent accurate. Should any inconsistency or error appear or occur in the drawings and/or specifications, the Contractor shall report it to the City and obtain proper adjustments before proceeding with the work. In the case where soil borings have been made, and logs thereof are recorded, the information is offered to the bidder merely as evidence and the bidder himself must assume entire responsibility for any conclusions which he may draw from it.
  - C. **Performance and Completion of Work:** Contractor shall provide all labor, materials, tools, and equipment for proper execution of work in accordance with contract documents, and shall complete and deliver work to the City within the specified time. The Contractor shall furnish sufficient forces, construction plant and equipment as may be necessary to insure the progress of the work in accordance with the approved progress schedule. If, to maintain satisfactory progress, it is necessary to increase the work force or to work overtime, such additional work shall be without additional cost to the City.

Failure of the Contractor to comply with the requirements of the Contract under this provision will be grounds for determination by the City that the contractor is not pursuing the work with such diligence as will insure completion within the specified time limits. Upon such determination by the city, it may terminate the contractor's right to proceed with the work, in accordance with the provisions governing Termination of Contract in these General Conditions.
  - D. **Materials and Workmanship:** All materials shall meet the requirements of the applicable specifications and shall be installed or used in accordance with the directions of the manufacturer. All work shall be done in a good, substantial, workmanlike manner, by skilled workmen.

- E. **Superintendence by Contractor:** The Contractor shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the City, on the work at all times during progress, with authority to act for him. The Contractor shall also be responsible for the general supervision and coordination of work among the various subcontractors.
- F. **Permits, Fees, and Notices:** The Contractor shall secure and pay for the building permit, if required, and all other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

The Contractor shall comply with and give notices required by laws, ordinances, rules, regulation and lawful orders of public authorities bearing on performance of the Work.

All work shall comply with all requirements of all current ordinances, laws and regulations of all federal, state and local authorities having jurisdiction. The contractor shall be responsible for requesting, obtaining and paying for inspections of his work as required by said authorities.

If the Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, and rules and regulation, the Contractor shall promptly notify the City in writing, and necessary changes shall be accomplished by appropriate modification. If the Contractor performs Work contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the City, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

- G. **Protection of Property and Structures:** The Contractor shall carefully protect the property of the City, adjacent properties and structures, and utilities both above and below the surface of the ground. All damages to property, existing structures, trees and shrubs will be remedied by the Contractor by repairing or replacing the same as incidental to the work, and no extra compensation will be allowed.
- H. **Safeguards:** The Contractor shall at all times take every precaution to safeguard both employees and the public from hazards incidental to the work, and shall comply with all applicable provision of Federal, state and Municipal Safety Laws and Codes. When required, safeguards shall include watchmen, traffic signalmen, railing, barricades and lights employed in such a manner as to afford maximum safety.
- I. **Use of Premises:** The Contractor shall confine his apparatus, the storage of materials, and the operation of his workers to limits indicated by law, ordinance, permits, or direction of the City, and shall not unreasonably encumber the premises or streets with his equipment or materials. Whenever it becomes necessary to close off a street, permission of the City Engineer must be obtained. The Police Department, Fire Department, Traffic Engineer, and local residents will be notified forty-eight (48) hours in advance of each closing by the Contractor.
- J. **Cleanup of Temporary Storage Site:** At the completion of the work, the Contractor shall remove all rubbish, tools, equipment, temporary work and surplus materials from the temporary storage site and adjacent premises. If the Contractor does not attend to such cleaning as above stipulated when so requested by the City, the City may cause such cleaning to be done by others and charge the cost thereof to the Contractor. No portion of the work can be abandoned before the cleanup is completed, nor shall final payment be made prior to complete cleanup and acceptance by the Engineer.
- K. **Water for Construction Use:** If the Contractor intends to use water from the City system, he shall make application to the City Water Department, and pay all charges that may be imposed by the Water Department. Adequate precaution shall be taken by the Contractor against freezing or waste of water. All use of any of the City fire hydrants shall be done in accordance with the requirements of the city Water Department, and every effort will be made by the Contractor to use these hydrants in such a manner as not to interfere with the operation of the City Fire Department.

III. **INSPECTION:**

The City and its employees, agents or representatives shall at all times have access to the work whenever it is in preparation or in progress, and the Contractor shall provide proper facilities for such access and inspection.

The City shall have the right to reject materials and workmanship which are defective or do not comply with contract documents. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the City. If the Contractor fails to correct such defective work or remove rejected materials within a reasonable time, the City may remove them and charge the expense to the Contractor.

IV. **PAYMENT:**

A. **Partial Payments:** The City shall make partial payments as the work progresses, as follows:

Upon itemized application by the Contractor and reasonable opportunity for inspection by the City, the City shall make monthly payments to the Contractor For all work completed to City's satisfaction. Payment will be made based on ninety percent (90%) of the value of the labor and materials incorporated in the work up to the first day of the month less the aggregate of all previous payments, provided that the aggregate of all monthly payments shall not exceed ninety percent (90%) of the contract price.

B. **Final Payment:** Upon completion and acceptance by the City of all work required hereunder, and after the Contractor shall have furnished the City with release of all claims against the City which arise or may arise under and by virtue of this contract, then the City shall pay the balance due under this contract.

Payments otherwise due may be withheld by the City on account of defective work not remedied, claims filed, or reasonable evidence indicating probable filing of claims, failure of Contractor to make payments properly to sub-contractors, or for material or labor, or a reasonable doubt that the contract can be completed for the balance then unpaid. If the same are not remedied upon written notice, the City may do so at the Contractor's expense and deduct any sums expended from payments otherwise due.

C. **Acceptance as Release:** Contractor's acceptance of final payment shall be a release to the City of any and all claims of any nature Contractor may assert against City arising out of or relating to this work.

V. **CHANGES TO THIS CONTRACT:**

A. **Change Orders:** The City shall have the authority to order changes in the work through additions or deletions. Modifications, deletions or additions that change the scope of the work as designated by the contract plans, and extensions of time to complete the contract, shall be covered by a written order signed by the authorized representatives of the Contractor and the City. The contract sum shall be adjusted in accordance with unit prices and/or lump sum prices as bid.

B. **Extra Work:** Being defined as work for which unit prices are not listed. Compensation for such extra work shall be based on the actual cost to the Contractor for labor, materials and equipment plus fifteen (15%) percent. The Contractor shall do such extra work as may be ordered in writing by the City. Any "extra work" performed without the prior written approval by City shall not be reimbursed by the City.

C. **Delays:** Delays shall be separated into two (2) classifications as determined by the City. The classifications are as follows:

1. delays for which the Contractor is responsible, and

2. The latter classification shall include delays caused by Acts of God, riots, strikes, shortages of materials which could not be avoided by reasonable foresight, national emergencies which might create delays, etc.

Delays falling into classification (2) above shall in no way affect the validity of the Contract, but the time limitation of the Contract shall be extended by the same amount of time as such delay may cause to be lost. The Contractor must notify the City within 48 hours of any delays falling into classification (2).

- D. **Liquidated Damages:** Should the work under these specifications not be finished within the time specified for any reason other than delays in classification (2) above, it is agreed that there may be deducted by the City from the final payment to the Contractor a sum computed at the rate of \$100 per day, beginning the day following the scheduled date of completion and continuing until the date of final acceptance of the work.

It is understood that the above deduction of \$100 per day is not a penalty, but money due, to be treated as liquidated damages to reimburse the City for the extra costs due to the delay in the completion of the work.

VI. **TERMINATION BY THE CITY:**

Should the Contractor, at any time, refuse or fail to prosecute the work with promptness and diligence, or in accordance with the Contract Documents, the City may, at its sole discretion, terminate the contractor's right to proceed with the work by written notice to the Contractor. In such event, the City may enter upon the premises and for the purpose of completing the work included under the contract, take possession of all suitable materials thereon and finish the work by whatever method it deems expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the expense of finishing work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed the unpaid balance, the Contractor shall be liable for and shall pay the difference to the City.

VII. **SECURITY:**

- A. **Insurance:** The Contractor will be required to show evidence of automobile and commercial general liability insurance, worker's compensation insurance and professional liability insurance (where applicable), which is acceptable to the City. The commercial general liability insurance policies shall name the City, its agents, representatives, officers and employees as additional insureds to protect their interests. Both bodily injury and property damage insurance must be on an occurrence basis; and said policies shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations, and if said City, agents, representatives, officers or employees have other insurance against the loss covered by said policies, that other insurance shall be excess insurance only. The Contractor shall secure and maintain during the progress of the work such insurance from financially responsible insurance companies, licensed in the State of Michigan, and approved by the City, that will protect the Contractor, its sub-contractors, and the City from claims for bodily injury, death, or property damage which may arise from performance of the contract. The Contractor shall at the time of execution of the contract file with the City certificate(s) of insurance, which shall cover all of the insurance as required herein. The certificates shall reference the project or contract to which they apply. Upon request by the City, the Contractor shall submit all insurance policies for review. The amounts and types of such insurance shall be not less than the following:

- (1) Comprehensive Commercial General Liability of at least:

- a. Bodily Injury, each occurrence . . . . . \$1,000,000
- b. Bodily Injury, aggregate . . . . . \$1,000,000
- c. Property Damage, each occurrence . . . . . \$500,000
- d. Property Damage, aggregate . . . . . \$500,000  
(or in the alternative to a, b, c, d)
- e. Bodily Injury and Property Damage Combined Single Limit

each occurrence .....	\$1,000,000
and aggregate .....	\$1,000,000

- (2) Automotive Liability and Property Damage Insurance with limits of at least:
  - a. Bodily Injury, each person ..... \$1,000,000
  - b. Bodily Injury, each occurrence ..... \$1,000,000
  - c. Property Damage, each occurrence ..... \$1,000,000  
(or in the alternative to a, b, c)
  - d. Bodily Injury and Property Damage Combined Single Limit  
each occurrence ..... \$1,000,000

NOTE: To comply with the required limits of liability, each insurance may be placed in more than one policy, including an excess umbrella type policy.

- 2. Worker's Compensation and Employer's Liability Insurance as required by the State of Michigan for all Contractor's employees and those of its sub-contractors engaged in work under this contract. If Contractor is a sole proprietorship and as such is not eligible for Worker's Compensation Coverage, Contractor must submit proof of same, satisfactory to the City. If Contractor is otherwise not obligated to carry Worker's Compensation Coverage, Contractor must submit documentation from the Michigan Department of Labor (Form MDL 337 or its equivalent); and
- 3. **If the contract requires any work procedures involving explosives, blasting, demolition, excavating, trenching, tunneling, underground work, or other dangerous activity as determined by the City, the property damage liability coverage shall include standard explosion, collapse and underground coverage (XCU) for property damage and bodily injury liability coverage with limits of \$1,000,000 each occurrence and \$1,000,000 aggregate; additionally, Contractor shall provide third party pollution liability insurance coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate. The insurance shall name the City and its officers, employees, agents and representatives as an additional insured party.**
- 4. Each insurance policy shall provide for thirty (30) days written notice of cancellation, expiration, termination, or change of policy to the City. The Contractor shall submit evidence of the coverage, to the City for review and approval. The City will, in writing, identify the policies and indicate its approval or disapproval. New policies shall be provided to the City in place of all policies disapproved. Insurances which expire before Contractor's work is accepted by the City shall be renewed and evidence of such renewal shall be submitted to the City for approval.
- 5. The Contractor shall advise all insurance companies to familiarize themselves with all of the conditions and provisions of the contract, and insurance companies shall waive the right to special notification for any change or modification of the contract, extension of time, decreased or increased work, cancellation or of any other act or acts by the City or its authorized employees or agents pertaining to the contract. Failure to so notify the aforesaid insurance companies of such changes shall in no way relieve the insurance companies of its obligation under the contract.

6. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this contract.
7. If the contract involves new construction, Contractor shall purchase and maintain an Owner's and Contractor's Protective Liability insurance policy and property insurance upon the Work at the site in the amount of the full replacement cost thereof. The insurance shall include the interests of the City, Contractor, Subcontractors, and if applicable, Engineer, Engineer's Consultant, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by supplementary conditions. The form of policy for this coverage shall be Completed Value.

Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

Cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location that was agreed to in writing by City prior to being incorporated in the Work; and,

Be maintained in effect until payment is made unless otherwise agreed to in writing by City and Contractor with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

The policies of insurance required to be purchased and maintained by Contractor in accordance with this paragraph must be approved by City prior to commencement of construction.

- C. **Indemnification:** The Contractor shall indemnify, defend, and save the City of Jackson, its agents, servants, employees, or representatives (hereinafter "the City"), harmless from and against all costs, losses, claims, demands, suits, actions, payments, judgments, or expenses, legal or otherwise, which may occur, arise, or alleged to have occurred or arose from personal injuries, property damage, bodily injury, or otherwise, brought or recovered against the City by reason of any act or omission, without limitation or exception, of the City, the Contractor, its agents, contractors, servants, employees, or representatives, in the course of, or arising out of, the performance, execution or guarding of all work or services relating to this contract. However, this provision does not indemnify, for the sole negligence of the City, in those situations described in Act 165 of the Public Acts of Michigan of 1966, as amended.
- D. **Liens:** Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the City (1) an affidavit that all payrolls, bills for

materials and equipment, and other indebtedness connected with the Work for which the City or its property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment and (3), if required by the City, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the City. If any lien or claim remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the latter may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

- E. **Guarantee:** The Contractor shall guarantee all materials and work performed under this Contract for the period of one year from the date final payment is made. The contractor shall promptly make any corrections made necessary for reason of faulty materials or workmanship, including corrections of damage to other City property resulting thereby, without cost to the City.

#### VIII. **ARBITRATION:**

- A. **General:** At the City's option, all claims, disputes or questions arising out of or relating to these contract documents may be referred to arbitration for decision and award.
- B. **Selection:** If the City elects to utilize arbitration, the parties may agree on one arbitrator; otherwise a list of three (3) names shall be requested from the American Arbitration Association. Each party shall eliminate one (1) name from the list. After elimination, the one (1) name remaining, shall be the arbitrator who shall determine the dispute and/or award. If both parties eliminate the same name, then the remaining list of two (2) names shall be sent to the American Arbitration Association with a request to have them decide which arbitrator shall hear the case. Certified copies of the findings and/or award shall be filed with the City and the Contractor.
- C. **Compensation:** The arbitrator shall make such rules as he or she shall determine equitable to govern the conduct of the investigation and determination of the award. The arbitrator shall fix the amount of the cost of the proceedings, including his or her fair and reasonable compensation and shall determine how the total cost shall be borne. All proceedings shall be pursuant to the American Arbitrator's Association rules.
- D. **Work to Continue:** The Contractor will carry on the work during the time any arbitration is proceeding, unless agreed in writing by both parties that other arrangements shall be made.

#### IX. **MISCELLANEOUS:**

- A. **Subcontracts:** The Contractor agrees to be fully responsible to the City for the acts or omissions of his subcontractors and any one employed directly or indirectly by him or them and this contract obligation shall be in addition to the liability imposed by law upon the Contractor.
- B. **Taxes:** The Contractor shall include and be deemed to have included in his bid and contract price all Michigan sales and use taxes currently imposed by legislative

enactment and as administered by the Michigan Department of Revenue on the bid date.

If the Contractor is not required to pay or bear the burden, or obtains a refund or drawback in the whole or in part of any Michigan sales or use tax, interest or penalty thereon, which was required to be and was deemed to have been included in the bid and contract price, the contract price shall be reduced by the amount thereof and the amount of such reduction, whether as a refund or otherwise, shall insure solely to the benefit of the City of Jackson.

- C. **Assignments:** The Contractor shall not assign this contract nor any monies to become due thereunder without the prior written consent of the City.
  
- D. **Social Security:** The Contractor shall pay the contributions measured by wages of his employees required by the Social Security Act and/or the Public Acts of the State of Michigan, and shall accept exclusive liability for said contributions both on account of employees carried directly on his payrolls and for those of his sub-contractors. The Contractor shall further indemnify and hold harmless the City on account of any contributions measured by the wages of employees of the Contractor or any sub-contractor which may be assessed against the City under authority of said Act of State Law of Michigan.
  
- E. **Patents:** The Contractor shall defend all suits or claims and shall save the City harmless for liability of any nature or kind, including costs and expenses for or on account of any patented invention, article, or appliance, manufactured or used in the performance of this contract.
  
- F. **Interpretation of Contract Documents:** If any doubt exists in the mind of the bidder as to the correct meaning of any part of the drawings, specifications, or contract documents, he may submit a written request to the City for any interpretation of the intended meaning, and in so doing he must assume the responsibility for its delivery to the City.

In case of any discrepancy in the contract documents, the matter shall be immediately submitted to the City, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

- G. **Access:** The Contractor shall provide the City, the Department of Labor, or any authorized representative thereof; with access to any books, documents, papers, and records of the Contractor which are pertinent to this project for the purpose of making audit, examination, excerpts and transcriptions.
  
- H. **Measurement and Payment.** In the event the contract involves unit bid pricing, such pricing shall govern over total dollar amounts. Quantities of work completed under the contract shall be determined by the city using the standards or methods of measurement provided in the Specifications, Special Provisions, Supplemental Specifications, or any other provision contained in the contract documents. Every attempt shall be made to measure quantity of work as fairly and accurately as possible; however, in the event of a discrepancy or dispute between the Contractor and the City, the City reserves the right to make final determination of the quantities of work completed in order to calculate the total cost of the work (Total contract amount.)

I. **Coordination of Plans and Specifications:** In case of discrepancy, figured dimensions shall govern over scaled dimensions and the parts of the contract will prevail over all other parts in the following order.

1. Special Provisions/Conditions
2. Supplemental/Technical Specifications
3. Project Plans and Drawings
4. General Conditions

The Contractor shall not take advantage of any apparent error or omission in the plans, specifications, or other contract documents and if any inconsistency, omission, or conflict is discovered in the plans, specifications, or other contract documents, or if in any place the meaning of the plans, specification, or other contract documents is obscured or uncertain or in dispute, the City will decide as to the true intent.

CITY OF  
**JACKSON**

161 West Michigan Avenue, Jackson, Michigan 49201

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Department of Public Works – Phone 517-788-4170 - Fax 517-877-6309

October 5, 2015

**Specifications for the Cleaning of Wastewater Treatment Plant  
Primary Sludge Digester #2**

- 1) The purpose of these specifications are to describe the requirements and general conditions for cleaning one anaerobic digester at the R. A. Greene Wastewater Treatment Plant located at 2995 Lansing Avenue, Jackson, Michigan.
- 2) The digester specified for cleaning is primary sludge digester #2. It is a concrete structure with a fixed cover. The entire structure is embanked and covered with sod, with the exception of the gas collection dome and access manholes located atop the digester. The structure is 50 feet in diameter and has a side wall depth of 22 feet with a 6 foot cone shaped bottom. Total volume is approximately 325,000 gallons.
- 3) Primary Sludge Digester #2 was last cleaned in 2009.
- 4) The contractor shall provide all labor, materials and equipment necessary to completely remove all residues from the digester. The contractor will **not** be required to steam clean the digester walls or descale the hot water pipes inside the digester.
- 5) The City will be responsible for pumping out most of the sludge (down to a level approximately 5' above the cone shaped bottom of the digester).
- 6) The method the contractor chooses to clean the digester will be subject to the approval of the City of Jackson Director of Public Works.
- 7) The contractor shall haul and deposit the sludge removed from the digester in a concrete drying bed approximately ¼ of a mile away on Treatment Plant property.
- 8) The contractor shall at the end of each day cleanup the premises affected by the digester cleaning operation so that it is free from accumulations of waste material and debris. Upon completion of the work, the contractor shall remove all materials and equipment from the site and restore the site to its condition prior to the digester cleaning operation.
- 9) The city shall provide reasonable amounts of electricity and water to assist the contractor in cleaning the digester.

- 10) The contractor shall complete cleaning of the digester to the satisfaction of the Director within 60 days after the award of the contract, so long as treatment plant conditions and weather permit.
- 11) The contractor shall comply with federal, state, and local laws, regulations, safeguards, and protective equipment requirements including all confined space entry techniques and regulations, and shall take any other needed actions in order to protect the life and health of the employees on the job and to protect Plant property during the digester cleaning operation. The contractor is required to have their own Confined Space Program meeting MIOSHA Part 90 Regulations.
- 12) Under normal circumstance, there will be no nighttime or weekend work shall performed by the contractor. If the contractor desires to perform work at times other than normal workday hours, permission must be received from the Director or WWTP Superintendent.
- 13) The contractor shall follow the City's requirements regarding Indemnification and Insurance Requirements. Specifications for these are attached.
- 14) The contractor shall provide at least three (3) references including contact name and phone numbers, for whom they have performed work similar in scope as the digester cleaning operation specified. References shall be satisfactory to the Director before the award of the contract is made.