

City of Williamston, Michigan

Contract Documents

WWTP - Hauling and Land Application of Class B Biosolids

For the period of 2025-2027

(With Optional Extensions 2028-2031)



BID DUE:
11:00 AM Tuesday April 9th, 2025

DEPOSIT: None

CITY OF WILLIAMSTON
161 E. GRAND RIVER AVE., WILLIAMSTON, MI 48895

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NOTICE TO BIDDERS

WWTP – Hauling and Land Application of Class B Biosolids

2025-2027

CITY OF WILLIAMSTON
161 E. GRAND RIVER AVENUE
WILLIAMSTON, MI 48895

All bids shall be submitted in a sealed envelope, plainly marked "2025-2027 WWTP Biosolids Hauling."

Sealed proposals will be received by the City of Williamston, City Clerk's office, up to 11:00 A.M. Tuesday April 9th, 2025, at which time and place proposals will be publicly opened and read. Proposals are solicited on a unit basis, for the following work:

Biosolids Hauling & Land Application (per gallon)
Estimated 350,000-600,000 gallons per year (not including emergency hauls)

The Contract Documents, including Specifications and Bidding Forms may be obtained at the Williamston City Hall, located at: 161 E Grand River Ave. Williamston, MI 48895. Questions should be directed to the City Clerk, Holly Thompson at 517 655 2774. The City of Williamston reserves the right to reject any or all proposals, to waive defects in proposals, and to make the award in its own best interest.

CITY OF WILLIAMSTON

John Hanifan
City Manager
(517) 655-2774

Holly Thompson
City Clerk
(517) 655-2774

INSTRUCTIONS TO BIDDERS

1. **GENDER EQUITY:** These Contract Documents are non-gender specific. The use of his or her anywhere within these documents shall be completely interchangeable and shall mean the same. The use of his or her shall have no bearing regarding the sex of the bidders, contractor, subcontractors, suppliers, or other persons associated with this contract.
2. **EXAMINATION OF CONTRACT DOCUMENTS AND SITE:** Before submitting his Bid, each Bidder must (a) examine the Contract Documents thoroughly; (b) familiarize himself with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work; and (c) carefully correlate his observations with the requirements of the Contract Documents.

The bidder shall be responsible for investigating and evaluating subsurface or latent physical conditions along the site of the work. Where information concerning existing conditions, including subsurface conditions, is provided or mentioned in the Contract Documents, such information is provided for the convenience of the bidder and to provide the bidder information known by the City of Williamston. However, the City does not represent or guarantee any specific site conditions, including subsurface conditions. The bidder shall be solely responsible for all necessary site investigations to insure the proposal is based on conditions which exist in and adjacent to the project site.

All questions about the meaning or intent of any ambiguity, or any inconsistency, discrepancy, omission or error in the Contract Documents shall be submitted to the Superintendent. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Superintendent as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with and understands every requirement of these instructions. Failure or omission of the Bidder to do all of the foregoing shall in no way relieve the Bidder from any obligations in respect to his Bid.

3. **BASIS OF PROPOSAL:** The City reserves the right to increase or decrease any or all of the proposed quantities. The quantities listed in the Proposal may be approximate and are stated solely to provide a uniform base of calculation for comparison of bids and award of contract. No guarantee is made by the owner that the actual quantities will correspond with the proposed quantities. The Contractor will be paid for the actual amount of work completed and accepted by the City and at the Unit Prices stated by the Contractor in his original Proposal.

INSTRUCTIONS TO BIDDERS

4. **PRECEDENCE OF CONTRACT DOCUMENTS:** In the event that any variance should arise between the Standard Specifications, Technical Specifications, or the Construction Drawings the order of precedence will be:
First Authority - Technical Specifications
Second Authority - Construction Drawings
Third Authority - Standard Specifications
 5. **PREPARATION OF BID:** The required bidding forms, labeled **Proposal and Contract**, are included in the Project Manual and Specifications as part of the Contract Documents. All bids must be made on the required forms prepared and executed fully and properly including the "Declaration of Contractor" clause. A price must be given for each item in that portion of the Project being bid. The proposed prices and amounts are for furnishing all labor, materials, equipment, tools, and service required to complete the work in accordance with the Contract Documents. Proposals shall be made on the Proposal and Contract forms provided and must be submitted with entire Project Manual and Specifications attached. When applicable, each Bidder shall acknowledge receipt of all Addenda issued for the Proposal by signing the form submitted with each Addendum and attaching said form to the front of the Project Manual and Specifications and submitting it with his bid. Failure of a Bidder to acknowledge receipt of any and all Addenda may result in the rejection of the Bid.
 6. **SIGNATURES:** All bids, notifications, claims and statements must be signed as follows:
 - a. Corporations: Signature of official shall be accompanied by a certified copy of the Resolution of the Board of Directors authorizing the official signing to bind the corporation.
 - b. Partnerships: Signature of one partner shall be accompanied by a certified copy of the Power of Attorney authorizing the individual signing to bind all partners. If bid is signed by all partners, no authorization for signature is required.
 - c. Individual: No authorization for signature is needed.
- All names must be typed or printed below the signature. Each signature must be witnessed.
7. **BID GUARANTEE:** *Not Applicable for this Contract.*
 8. **SUBMISSION:** Submit proposals in a sealed envelope labeled "Sealed bid" and marked with the project name and bidder identification. Proposals must be received by the City Clerk, not later than the time specified, at which time and place the proposals will be publicly opened and read aloud. The Proposal may either be mailed or hand delivered to the City Clerk at City of Williamston, 161 E. Grand River Ave., Williamston, MI 48895. It is the sole responsibility of the Bidder to see that his proposal is received in proper

INSTRUCTIONS TO BIDDERS

time. Any proposal received after the scheduled closing time for receipt of proposals shall be returned to the Bidder unopened.

9. **BID OPENING:** Bids will be opened in public and read aloud at the place and time set for the opening in the Advertisement. Late bids will not be considered. The contents of accepted bids will be released to all bidders and others having a legitimate interest as determined by the City. No bidder may withdraw a bid after the opening for a minimum period of sixty (60) days without forfeiting his Bid Guarantee.
10. **COMPETENCY OF BIDDERS:** Upon the request of the City, Bidders shall be prepared to furnish sufficient evidence as to their qualifications to perform the project work, such as record of past performances including references, equipment and personnel available, and such other pertinent and material facts as may be desirable. Furthermore, upon the request of the City, the Bidder shall submit financial statements.

In addition the successful bidder will be required to obtain insurance with sureties acceptable to the City. Said insurances shall include workers compensation and employer liability, automobile liability, pollution liability, contractor's public liability and owner's protective liability which shall indemnify the City of Williamston for actions of the Contractor. The insurance requirements are discussed further in the General Conditions of this Proposal package.

11. **REJECTION OF BIDS:** The City reserves the right to reject any or all bids and to waive any defects in bids. The reason(s) for the disqualification of a bidder and the rejection of his proposal may include, but are not limited to, the following:
 - a. More than one proposal for the same work from an individual, firm, partnership, or corporation under the same or different names.
 - b. Evidence of collusion among bidders.
 - c. Unbalanced proposals in which the prices for some items are substantially out of proportion to the price of other items.
 - d. Failure to submit a unit price or lump sum for each item of work listed in the proposal.
 - e. Lack of competency as revealed by financial statement or experience record.
 - f. Unsatisfactory performance record as shown by past work judged from the standpoint of workmanship and progress.
 - g. Uncompleted work which, in the judgment of the City, might hinder or prevent

INSTRUCTIONS TO BIDDERS

the prompt completion of additional work.

- h. Involvement in any way in which there could be a conflict of interest such as kick backs and gratuities.
 - i. If the proposal is on a form other than that furnished herein, or if the form is altered or any part thereof is detached.
 - j. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
 - k. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a Contract pursuant to an award.
12. **CONTRACT:** It is agreed that this Proposal shall be a continuing offer on the part of the Contractor until it is accepted or rejected by the City, provided, however, that the Contractor executes and delivers this proposal on condition that it may not be withdrawn within a period of sixty (60) days from the date the proposals are publicly opened, as herein specified, or from any adjourned date for the opening thereof. It is further agreed that this proposal may be accepted by the City by the execution hereof by its proper officers and thereafter this proposal shall be a completed Contract between the parties.
13. **NOTIFICATION OF AWARD AND CONTRACT EXECUTION:** Upon acceptance by the City, the successful bidder will be notified of award in writing and shall within ten (10) days thereafter furnish the required insurance and bonds. The City within ten (10) days of receipt of acceptable bonds and insurance certificates shall sign the Proposal and return to the successful bidder a signed duplicate which shall constitute the Contract between the City and the Contractor.

City of Williamston

161 E. Grand River Williamston, MI 48895

PROPOSAL AND CONTRACT

Proposal: We propose to furnish all labor, materials, equipment, tools and services required to complete the work in accordance with the specifications and conditions contained herein in consideration of the sum or sums stated in the _____ Bid proposal to the City of Williamston. We further agree that this document, inclusive of the attachments will constitute the Contract if accepted by the City.

Firm Name: _____ Date: _____

Complete Address: _____

Bidder's Signature: _____ Title: _____

Witness's Signature: _____

ITEM	QUANTITY	UNIT PRICE	AMOUNT
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2025-2027 (Base contract-three years of spring & fall Seasons)

BID: Class B Biosolids (Hauled and Land Application) 600,000 gals: _____
(Estimate/Yr.)

The annual quantity noted above is for bid comparison basis. The total amount is anticipated to range between 450,000 and 600,000 gallons and may be split between spring and fall hauling seasons

The Unit Price above shall also include the cost of one standard metals and nutrient sample and one fecal coliform set/per application season (one set of samples/year). The city will be responsible for the testing of PFAS prior to land application.

Additional Standard Biosolids Samples Analyzed for Metals & Nutrients Per Each: _____

Additional Fecal Coliform Testing Per Each: _____

Confined Space Rate (If Required) Per Each: _____

CITY AUTHORIZATION:

Signature: _____ Date: _____

PROPOSAL AND CONTRACT

Contract Extensions: 2028-2031

Subject to the approval of both parties, the City may extend the contract annually from 2028 to 2031 with price adjustments as outlined in Section 10 of the Specifications,

Fuel Cost and Adjustment:

The unit price shall be subject to adjustment in the event fuel prices exceed \$3.90 per gallon. The fuel prices shall be adjusted weekly as determined by the United States Department of Energy's Energy Information Administration publication of Retail Prices for the Midwest United States in the On-Highway Diesel Fuel Price Table. The percent (%) increase in contract price shall be 1% for every \$0.10 increment of increase in price per gallon above \$3.90 per gallon.

1. DECLARATION OF CONTRACTOR

The undersigned, as Bidder, hereby declares this bid is made in good faith, without fraud or collusion with any person bidding, and that the plans, specifications, and other information referenced in the Instruction to Bidders has been examined. The Bidder confirms that he/she is familiar with the location of the described and is fully informed as to the nature of the work and the conditions relating to its performance.

The Bidder acknowledges that all information provided by the City regarding the site conditions have been provided as a matter of convenience to all bidders, and understands that the City makes no warranties or representations of any nature whatsoever regarding such conditions, including subsoil conditions. The Bidder acknowledges that he/she has not relied upon any representations from the City, its agents employees, as to any conditions to be encountered in accomplishing the work, including subsoil conditions. and that the bid is based solely upon the Bidder's own independent judgment.

The Bidder certifies that the Plans and Specifications have been examined and that he/she has reviewed the proposed methods and finds them compatible with the site conditions which he anticipates based upon his investigation of this project.

Signed,

Bidder

PROPOSAL AND CONTRACT

EXPERIENCE QUESTIONNAIRE

To be furnished by the Bidder
City of Williamston, Michigan

The Signatory of this proposal guarantees the truth and accuracy of all statements and of all statements and of all answers herein after made.

1. How many years have you been in business as a contractor under your present name?

2. How many years have you been a principal officer of a firm under a different name?

Name of Firm: _____

3. What projects of a similar nature has your organization contracted for within the last five years?

NOTE: Fill out each blank completely.

	Name of Owner/ Location	Name/Address/Phone# Of person in charge (reference)	Type of Work	Value of Work	Date Completed
1					
2					
3					
4					
5					

PROPOSAL AND CONTRACT

CONTRACT TIME AND LIQUIDATED DAMAGES

1. **TIME:** Due to the restrictions set forth by the State in the regulation of land application of biosolids, the timing of work in spring and fall seasons is critical. This in combination of the City's limit in storage capacity and impact of seasonal weather conditions requires coordination by the Contractor. Time is and shall be considered of the essence of the Contract. If the Contractor fails to complete the work on or before the end of the seasonal dates allowed by the State, liquidated damages shall be assessed as stated below.
2. **DELAYS AND LIQUIDATED DAMAGES:** Delays shall be separated into three (3) categories as follows:
 - Category A- Delays for which the Contractor is responsible.
 - Category B- Delays for which the Contractor is not responsible.
 - Category C- Delays caused by adverse weather conditions, such as heavy rain, extreme cold, snow, etc.

Category A: The Contractor will be responsible for the cost of hauling the biosolids to a facility that will accept the material out-of-season for land application. Sufficient quantity of biosolids shall be hauled to provide enough storage capacity at the City's WWTP until the next open season for land application. The amount of sufficient storage required shall be determined by the City. This cost includes the trucking cost and tipping fees. The City will still compensate the Contractor based on the bid price of per gallon cost of biosolids hauled in the Contract as if it were land applied. The Contractor will be responsible for the difference in cost.

Category B: This category shall include delays caused by Acts of Providence, general strikes, court injunction, stopping of the work by the City because of any emergency or public necessity, or by reason of significant alterations ordered by the City. Delays falling into Category B shall in no way affect the validity of the contract; however, if the time limitation of seasonal land application is surpassed and sufficient storage space is not available until the next land application season, the City may need assistance in hauling to another facility that will accept the biosolids. Under this circumstance, the Contractor can provide a price for the truck hauling to the other facility for the City's consideration. The City has the option to solicit additional prices for the trucking and contract with the company that the City finds in its best interest. The City would be responsible for the tipping fees at the other facility as well as the truck hauling.

PROPOSAL AND CONTRACT

Category C: This category shall include significant adverse unseasonal weather conditions that prohibit the Contractor's ability for land application. The Contractor shall notify the City a minimum of 21 days prior to the end of the seasonal period for land application that weather conditions are preventing land application. The Contractor shall in good faith endeavor to complete the land application but provide daily status updates to the City. The Contractor is responsible to provide adequate documentation of the adverse weather conditions that are preventing the fulfillment of the Contract. The City can opt to haul the biosolids to another facility as noted under Category B if it finds that the weather conditions were the source of the delay in lieu of conditions that were under the Contractor's control as outlined in Category A.

3. **STARTING DATE:** Unless otherwise stated herein or unless otherwise agreed upon by the Contractor and City, the Contractor shall commence work within ten (10) day of receiving notification that the project Contract has been signed by the City.

The starting date for this project shall be within 10 days of notification, unless otherwise approved by the City.

4. **COMPLETION DATES:** The work of the contract shall be completed subject to the seasonal restrictions as previously noted. The overall completion date for this Contract shall be: **Contract 2025 (Inclusive of Spring 2025-2027): December 31st 2027.**

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. **DEFINITIONS:**

"City" - City of Williamston, Michigan.

"Manager" - City Manager of Williamston or his/her authorized representative.

"Superintendent" - WWTP Superintendent for the City of Williamston.

"Contractor" - The Bidder whose proposal is accepted by the City.

"Notification" - Written notice delivered in person or by mail.

"Contract Documents" - Contract Documents shall include the Proposal and Contract form, the Project Manual and Specifications, all Addenda and Change Orders, and all Plans and Drawings.

2. **CONTRACT DOCUMENTS:** The work under this Contract shall consist of the items listed in the Proposal, including all incidental items necessary to fully complete the project in accordance with the Contract Documents. The Contract Documents shall consist of the Advertisement for Bids, Instruction to Bidders, Proposal, General Conditions, Technical Specifications, Contract and Construction Drawings, and all attachments, addenda and exhibits to the foregoing, and all easements, permits and other documents with which the Contractor must comply in performing the work hereunder. The intent of the Contract Documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant equipment, light, transportation, and all other expenses as may be necessary for the proper execution and completion of the work.

The original specifications, supplementary specifications and drawings constitute the documents according to which the work is to be done. The Contractor shall keep at the site of the work an approved copy of all specifications and drawings and shall at all times give the **Superintendent** and his agents access thereto. If in any case there shall be a question or dispute as to the meaning of the specifications or the drawings, the **Superintendent** shall decide the true intent of the Documents.

3. **ERRORS, CONFLICTS AND OMISSIONS:** The intent of the Contract Documents is to provide everything necessary for the proper execution of the work. However, no work shall be done under conditions which may be expected to result in defective work. If the Contractor wishes to question the materials prescribed or the site conditions, he shall immediately notify the **Superintendent**. The **Superintendent** shall review these conditions, and if deemed necessary, shall direct changes to be made in specified procedures before work is continued. The Contractor shall not be allowed to take advantage of any error, conflict or omission, as full instructions will be issued by the **Superintendent**, and the Contractor shall carry out such instructions as if originally specified. In case of conflict, the work shall not proceed until a decision has been agreed upon by all parties concerned. Any work done by the Contractor after discovery of an error, omission or conflict until authorized, will be at the Contractor's risk and responsibility and without additional compensation to the Contractor.

GENERAL CONDITIONS

4. **CONTRACTOR'S RESPONSIBILITIES:** The Contractor shall assume full responsibility for the work and take all precautions for preventing injuries to persons and property on or about the work. The Contractor shall assume the defense of and save harmless the City and its individual officers and agents from all claims relating to labor provided and materials furnished for the work; to injuries to any persons or property received or sustained by or from the Contractor, his agents or employees in doing the work or arising out of the work performed or to be performed; and to any act, or neglect of the Contractor, his agents or employees. The mention of any specific duty or liability of the Contractor in this or any part of the Contract Documents shall not be construed as a limitation or restriction upon any general liability or duty imposed on the Contractor by the Contract Documents.

The Contractor shall bear all losses resulting to him on account of the amount or character of the work or because the conditions under which the work is done are different, or because the nature of the ground in which the work is done is different from what was estimated or expected, or on account of the weather, flood, elements, or other causes.

5. **INDEPENDENT CONTRACTORS:** The parties agree that Contractor is an independent contractor as that term is commonly used and Contractor's employees are not and shall not be considered subcontractors or employees of the City. Contractor shall be solely responsible for the withholding and reporting of all federal, state, and local income and employment taxes. Contractor acknowledges that it is not insured in any manner through the City for any bodily injury or property loss whatsoever and has no authority to bind the City in any manner.
6. **SUBCONTRACTS:** The Contractor shall not sublet, assign, or transfer this Contract or any portion thereof or any payments for work completed, without the consent of the City. Assignment or subletting any portion of this Contract shall not release the Contractor or the Contractor's bonding company from any Contract obligations. The Contractor shall as soon as practicable after the signing of the Contract, notify the Engineer of the names of any subcontractors. The City reserves the right to prohibit the use of any subcontractor which it may consider as being unacceptable. The provisions of this Contract shall apply to all Subcontractors employed by the Contractor and their officers and employees in all respects as if it and they were employees of the Contractor, and the Contractor shall not be relieved from the obligations and liabilities described or required by the project plans, specifications and proposal. The work and materials furnished by Subcontractors shall be subject to the same provisions as if furnished by the Contractor. See page GC-5 (Superintendents and Employees) for additional requirements.
7. **ROYALTIES, PATENTS, NOTICES, AND FEES:** Contractor shall give all notices and pay all royalties and fees. He shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof. He shall comply with all laws, ordinances and codes applicable to any portion of the work.

GENERAL CONDITIONS

In the event any claim, suit or action at law or in equity of any kind, whatsoever, is brought against the City, involving such patents or license rights, then the City shall have the right to, and may, retain from any monies due to or to become due to the Contractor, such sufficient sum as is considered necessary to protect the City against loss, and such sum may be retained by the City until such claim or suit shall have been settled and satisfactory evidence to that effect shall have been furnished to the City.

8. **ACCEPTANCE OF CONDITIONS:** If any part of the Contractor's work depends, for proper results, upon existing work or the work of another contractor, the Contractor shall notify the City Engineer before commencing work of any defects that will affect the results. Failure to so notify will constitute his acceptance of the conditions.
9. **WORKING CONDITIONS:** The Contractor shall at all times conduct, and cause all its agents, employees and sub-contractors to conduct all work in accordance with all applicable State and Federal laws and City ordinances and with minimum possible interference with the proper functioning of the activities of the City. The Contractor shall secure, at no cost to the City, all permits and licenses necessary for the prosecution of the work. Materials, tools, etc., shall be confined so as not to unduly encumber the premises. The Contractor shall be held to have visited the site and checked with the authorities the working conditions and the methods of carrying out the work and to have included in his proposal all costs for meeting such working conditions.
10. **MATERIALS AND WORKMANSHIP:** Unless otherwise specified, all materials and workmanship shall be new and of the best grade of their respective kinds for the purpose. In certain instances specific articles and materials are specified in order to maintain compatibility with existing City materials. However, it is generally not the intent of these specifications to limit competition. Therefore, except in those instances where brand named materials are specifically required; a substitute of equal qualification may be supplied for articles, materials or equipment specified by name in these documents, upon the written approval of the **Superintendent**. The **Superintendent's** decision will be final as to whether the materials or equipment offered are equal to those specified.

If not otherwise provided, material or work called for in this Contract shall be furnished and performed in accordance with well-established practice and standards recognized by architects, engineers and contractors. The Contractor shall furnish suitable tools and employ competent labor to perform the work to be done, and any labor or tools that shall not in the judgment of the **Superintendent**, be suitable or competent to produce this result may be ordered from the work site by the **Superintendent**, and such labor or tools shall be substituted therefore by the Contractor as will meet with the approval of the **Superintendent**.

GENERAL CONDITIONS

11. **SUPERINTENDENTS AND EMPLOYEES:** Contractor shall enforce good order among his employees and shall not employ on the work any disorderly, intemperate or unfit person or anyone not skilled in the work assigned to him. There shall be no consumption of alcoholic beverages or other illegal drugs by any of the Contractor's employees within the vicinity of the construction site, said vicinity to be at the discretion of the **Superintendent**.

Whenever the **Superintendent** shall notify the Contractor that any employee on the work is, in the **Superintendent's** opinion, careless, incompetent, disorderly, or otherwise unsatisfactory, such employee shall be discharged from work and shall not again be employed on the site except with the consent of the **Superintendent**.

The Contractor shall at all times keep on the site of the work a competent superintendent and any and all foremen and assistants. The superintendent shall have authority to act for the Contractor. He shall have the plans and specifications available on the site at all times. Any and all directions given to the superintendent shall be binding as if given to the Contractor.

12. **OTHER CONTRACTS:** The City may perform other work related to the Project at the site by the City's own forces, have other work performed by utility companies or let other contracts in connection with the work and the Contractor shall properly connect and coordinate his work with the work of all other such work. The Contractor shall afford to all other parties working in the area at the City's direction, proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the additional work with his. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only alter other work with written consent of the **Superintendent** and the others whose work will be affected. Should the work of others interfere with that of the Contractor, the **Superintendent** shall decide which party shall cease work for the time being or whether the work of all parties shall continue at the same time and in what manner. The duties and responsibilities under this paragraph shall also apply to all City forces, outside utility work forces and other contractors working for the City within the Project area.

If any part of the Contractor's work depends for proper execution or results upon the work of other outside forces, the Contractor shall inspect and promptly report to the **Superintendent** any delays, defects or deficiencies in such work that render it unavailable or unsuitable for proper execution and results. The Contractor's failure to so report will constitute an acceptance of the other work as fit and proper for integration with the Contractor's work. The City shall not be liable for any damages or increased costs occasioned by the failure of other contractors to execute their work as may be anticipated by these documents.

GENERAL CONDITIONS

13. **PROTECTION AND SAFETY:** Contractor shall properly protect all new and existing work from damage and shall protect all public property and private abutting property from injury or loss arising in connection with this Contract. The Contractor shall without delay make good any such damage, injury or loss, and shall defend and save the City harmless from all such damages or injuries occurring because of this work. The Contractor shall furnish and maintain all passageways, barricades, guard fences, lights, and danger signals, provide watchmen and other facilities for protection required by public authority or by local conditions or as directed by the **Superintendent**, all at no additional cost to the City. The Contractor shall assume full responsibility for loss or damage to the work during the entire construction period from all causes whatsoever not directly due to the acts or neglect of the City. For the purposes of this section the decision of the **Superintendent**, with respect to existing conditions and for the need for corrective action by the Contractor, shall be final.

Proper safety provisions, in accordance with MIOSHA rules and regulations, shall be adhered to at all times by the Contractor for the protection of all persons and property. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work being performed under this Contract. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duties shall include the prevention of accidents. This person shall be the site superintendent unless otherwise designated by the Contractor and approved by the City.

14. **INSURANCE AND INDEMNIFICATION:** The Contractor shall, during the entire term of this agreement, maintain in full force and affect the following:

- (1) Workers Compensation and Employers Liability Insurance for all employees employed in connection with the work.
- (2) Automobile Liability Insurance.
- (3) Pollution Liability Insurance.
- (4) Contractor's Public Liability Insurance.
- (5) Insurance that shall indemnify the City of Williamston as stated below (Owner's Protective Liability Policy).

The limits of liability to be provided in each liability insurance policy shall not be less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, not less than \$2,000,000 for any one accident involving two or more persons; and property damage liability insurance shall not be less than \$1,000,000 for any one accident and not less than \$2,000,000 aggregate. Automobile Liability Insurance shall provide property damage and public liability insurance of not less than \$1,000,000 combined single limit each covering all motor vehicles which are used in connection with the work in any way or place whatsoever. Pollution Liability Insurance shall be provided with a minimum combined single limit of \$5,000,000.

GENERAL CONDITIONS

Should all or any part of the Contract be sublet, Contractor shall, in addition to the foregoing insurance, maintain Contractor's Protective Liability Insurance in an amount not less than **\$1,000,000** for injuries, including accidental death, to any one person, and subject to the same limit for each person, not less than ~~\$2,000,000~~ for any one accident involving two or more persons.

The Contractor shall procure and shall maintain during the life of this Contract, insurance naming the City as an additional named insured and provide the city with a Certificate of Insurance that shall then and thereafter indemnify, protect and hold harmless the City of Williamston, its elected and appointed officers, employees, servants and agents from any and all claims or threats of claims, damages, losses, expenses (including reasonable attorney fees and other costs of defense), liability, judgment, liens or damage of any kind whatsoever including injury, death or damage to property and claims of liens or other claims of workmen or materialmen, howsoever caused, resulting directly or indirectly from the performance of this Contract or arising out of or in connection with or arising out of the acts or omissions of Contractor, Contractor's officers, employees, servants or agents howsoever caused, while said Contractor, Subcontractor or its respective officers, employees, servants or agents are doing any act whatsoever directly or indirectly connected with this Contract. Contractor's obligation to indemnify the City shall survive the expiration, non-renewal or termination of this Agreement.

The City of Williamston, Michigan, its elected officials, officers, employees, boards, commissions, authorities, voluntary associations, and any other units operating under the jurisdiction of the City and within appointment of its operating budget including the City of Williamston are named as additional insured and said coverage shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the City of Williamston.

Each insurance policy shall contain a provision or endorsement that the coverage afforded will not be cancelled, non-renewed, materially changed, or reduced in coverage unless at least thirty (30) days prior written notice has been given to the City.

15. **BONDS:** *Not Applicable for this Contract.*
16. **CHANGES AND CHANGE ORDERS:** The City shall have the right to require, by written order, changes in, additions to, or deductions from the work required by the Contract Documents, provided that if change, additions or deductions are made, the general character of the work as a whole is not changed. Contractor shall make changes in the work only as authorized in writing by the City **Superintendent**. This does not preclude the **Superintendent** from authorizing minor changes to the work without written notification, nor does it preclude the **Superintendent's**

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authority to increase or decrease established contract quantities at contracted unit prices without written notification. Adjustments in the Contract price, if any because of any change, addition or deduction in the work shall be negotiated between the City and the Contractor and shall be addressed at the time of ordering the change, addition or deduction. No increases in contract cost shall be allowed under any circumstances unless approved in writing by the City prior to execution of said work. Execution of the work by the Contractor or Subcontractor without written approval of additional cost constitutes an agreement by the Contractor that the work is included within existing pay items and that no additional compensation is required. Failure of the Contractor or Subcontractor to submit unit prices for additional work, in a timely manner, shall not constitute grounds for a time extension. Where the written order diminishes the quantity of work to be done, this shall not constitute a basis for a claim for damages or anticipated profits on the work that may be dispensed with. It is understood and agreed that in case any deviation from the original contracted work is required, said change shall in no way invalidate the Contract and shall not affect or discharge the bonds furnished by the Contractor. The Contract Sum may be increased and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum and/or the Contract Time.

17. **INSPECTION:** Contractor shall at all times permit and facilitate inspection of the work by the **Superintendent**. The **Superintendent** may appoint on the job inspectors to monitor the progress of the work. The Inspector may call to the attention of the Contractor any failure to follow the Plans and Specifications that may be observed. The Inspector shall have the authority to reject materials or to suspend the work until questions on the performance of the work can be referred to and decided by the **Superintendent**. The Inspector shall not direct the Contractor's work or workmen, nor supervise the Contractor's operation. The Inspector, upon solicitation from the Contractor, may offer suggestions to the Contractor regarding his operation. However, in no instance shall any action or omission on the part of the Inspector release the Contractor of the responsibility of completing the work in accordance with the Plans and Specifications.
18. **TERMINATION FOR BREACH:** The City may terminate this contract when violations are not stopped immediately and corrected within a reasonable length of time after notification by the City **Superintendent**. In the event of such termination, the City may complete the contracted work and the Contractor will be liable for any excess cost occasioned the City thereby and in such case the City may take possession of and utilize in completing the work such materials and equipment as may be on the site and necessary therefore.
19. **CITY'S RIGHT TO COMPLETE:** It is understood and agreed that at any time the Contractor shall abandon the work or become habitually negligent of his obligations under this Contract or fail to prosecute the work with reasonable regularity so that the final completion date is not delayed, or if the provisions of this Contract are willfully and repeatedly violated, or with

GENERAL CONDITIONS

due notice permanent or temporary repairs are not made, the City may notify the Contractor in writing to discontinue all or any part of the work under this Contract and the City shall have the right to complete the work in part or whole, or make permanent or temporary repairs by Contract or otherwise as it may elect and take possession of any and all materials, tools and equipment found on the job and may reimburse itself for the actual cost and expense of such work by deducting said actual cost from funds due the Contractor.

20. **PAYMENT:** The City shall pay the Contractor the prices bid in the proposal, less deductions for uncompleted work, based upon measurements made by the **Superintendent** or as otherwise stipulated herein. The quantity measurements shall be final and conclusive. Unless otherwise specified, no allowance will be made for materials furnished which are not incorporated in the finished work. On a monthly basis, the Contractor shall submit a written itemized payment request for work completed during the previous month. When requested by the City, the Contractor shall submit receipts or other vouchers showing payments made to his/her materials and labor suppliers, including payments to Subcontractors, for those monthly periods for which project work has been paid by the City. No partial payment shall be considered as acceptance of all or part of the work completed.

In addition the City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate for progress payment to such extent as may be necessary to protect itself from loss on account of: (a) defective work not remedied, (b) claims filed or reasonable evidence indicating probable filing of claims, (c) failure of the Contractor to make payments properly to subcontractors or for material or labor, (d) a reasonable doubt that the Contract can be completed for the balance then unpaid, (e) damage of any other contractor. When these grounds are removed, payment shall be made for amounts withheld because of them.

21. **GUARANTEE:** *Maintenance and Guarantee Bond not applicable for this Contract.*

22. **FINAL INSPECTION, ACCEPTANCE AND PAYMENT:** The Contractor shall give written notice when work is complete and ready for final inspection and furnish: (1) the required guarantee; (2) satisfactory evidence that all payrolls, material bills and all other indebtedness connected with the work have been paid or secured; and (3) application for final payment. The City Engineer will promptly make a final inspection and when it is determined the work is acceptable and all conditions of the Contract Documents have been satisfied, he will issue a final Certificate for Payment, the date of which shall be the date of final acceptance.

23. **NO WAIVER OF CONTRACT:** Neither the acceptance of the whole or any part of the work by the City, nor any order, measurements, or certificate by the **Superintendent**, nor any other order by the City for payment of money, nor any payment for the whole or any part of the work by the City, nor any extension of time, nor any possession taken by the City, shall operate as a waiver for any portion of the Contract or any power therein reserved by the City or any right, to damages therein provided.

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24. **FAIR EMPLOYMENT PRACTICES ACT:** The Contractor agrees that neither he nor his subcontractors will discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the applicant's race, color, religion, national origin or ancestry. This covenant is of the essence and breach of this covenant shall constitute a material breach of this Contract.
25. **SANITARY FACILITIES:** The Contractor shall provide and maintain in a neat and sanitary condition, accommodations for the Contractor's employees and the Engineer necessary to comply with the requirements and regulations of the Federal, State and local health authorities, and shall take the precautions necessary to avoid creating unsanitary conditions. Temporary sanitary facilities shall be removed from the project by the Contractor before the acceptance of the work. The construction, maintenance and removal of all temporary sanitary facilities shall be by the Contractor at the Contractor's expense.
26. **ESTIMATED QUANTITIES:** The quantities of the various classes of work to be done and materials to be furnished under this Contract, which have been estimated and stated elsewhere herein, are approximate and only for the purpose of comparing on a uniform basis the bids offered for the work under this Contract. Neither the City, its **Superintendent** nor its agents, are to be held responsible should any of the said estimated quantities be found to be at variance with what was actually performed during the construction of the work. The Contractor shall make no claim for anticipated profit, nor for loss of profit, or for any additional compensation of any type, or for reimbursement of any cost or expense of any type, because of the difference between the quantities of various classes of work actually done or materials actually delivered, and the estimated quantities as set forth in the Contract.

SPECIFICATIONS FOR HAULING AND LAND APPLICATION OF WASTEWATER BIOSOLIDS FOR THE CITY OF WILLIAMSTON WASTEWATER TREATMENT PLANT

GENERAL:

It is the intent of the City of Williamston to enter into a contract with a reputable, qualified land application Contractor to perform the tasks of land application and agronomic management of wastewater biosolids from the Wastewater Treatment Plant.

The contractor must be familiar with all EPA and **EGLE** regulations regarding biosolids handling and management. All work performed will be under Michigan Part 24, Federal 503 and local regulations.

It is the desire of the City of Williamston to require the Contractor to provide enough application sites with various soil types to permit the uninterrupted land application of residuals during periods of dry and wet weather. The City of Williamston believes it is important that numerous farms are used in the program to permit enough diversity to permit continuous land application if necessary.

1.0 RESPONSIBILITIES OF THE CITY OF WILLIAMSTON

The City of Williamston shall be responsible for the following operations:

- A. Provide digested liquid Class B biosolids.
- B. Provide ingress and egress at the WWTP located at 524 Sunset Street, Williamston, Michigan. **See Appendix A**
- C. Provide access to working magnetic flowmeter for volume determination.
See Appendix B
- D. Provide access to City owned in-line pump at the digester to aide in loading tankers.
- E. The City of Williamston WWTP will provide the contractor with **PFAS** testing information on the WWTP biosolids material.

Liquid biosolids concentration typically tests at 3% to 8%.

2.0 RESPONSIBILITIES OF THE CONTRACTOR

The Contractor will be responsible for the following operations and all costs thereof:

- A. Obtaining sites for land application of biosolids, including local governmental and **EGLE** approval for these sites.
- B. Submittal of soil fertility and Cation Exchange Capacity test results.
- C. Preparing field application sheets for each application site. Completion of required application forms for local, state, and federal compliance. Contractor must conform with all applicable federal, state and local regulations regarding the land application of wastewater biosolids.
- D. Transporting biosolids in accordance with Federal, State, County and Local requirements.
- E. Determining application rates and submitting to City of Williamston for approval. Application rates shall be in compliance with EPA 40 CFR part 503 regulation and all current **EGLE** regulations for the land application of wastewater biosolids.
- F. Application for biosolids on approved agricultural sites in accordance with Federal, State, County and Local requirements and in compliance with **all** of the provisions of the approved Residuals Management Plan (RMP) of the City of Williamston WWTP and any addition or modifications thereto.
- G. Provide the City of Williamston and the farmer or landowner with accurate application records after land application of biosolids. Such records are to be submitted to the City of Williamston within thirty (30) days after biosolids application.
- H. Prepare and submit to the City of Williamston the completed biosolids disposal forms as required by the **EGLE**, Federal government etc.
- I. Contractor shall prepare for City approval and **EGLE** approval the RMP preparation and application work for biosolids application to agricultural land, as necessary.

3.0 ACQUISITION OF SITES FOR LAND APPLICATION OF BIOSOLIDS

- 3.1 The Contractor **will** be responsible for obtaining permission from the farmer and/or landowner and scheduling of biosolids application to agricultural lands.

- 3.2 The Contractor, prior to transporting to sites, shall obtain the landowner's signature on a "Biosolids Application Agreement". A copy of the agreement shall be provided to the City of Williamston and the landowner.
- 3.3 The Contractor shall gather information on each proposed application site, on a field by field basis.
- A. Code number to identify field by Owner, Township, Section and particular field or field portion with Latitude and Longitude.
 - B. Report on-site review including field location, approximate total size, usable size, isolation requirements, physical feature and overall appraisal of the site.
 - C. Identification of landowner and field location on Township plat map.
 - D. Photo copy of aerial photos of Proposed Site with field outlined, isolation areas, drainage ways, wells and houses clearly identified.
 - E. Soil map showing soil type, natural drainage class, slopes (information can be put on aerial photo if soil map is not available). Soil Conservation Service mapping may be used if available.
 - F. Soil samples for Soil Fertility Analysis and Cation Exchange Capacity, One (1) copy of analysis will be provided to the City of Williamston WWTP, the farmer and any regulatory agency as needed.
 - G. Previous crop on field prior to biosolids application and proposed crop after biosolids spreading.
 - H. Expected future crop yield and plow depth. (Information also required for Soil Fertility Analysis).

3.3 NOTIFICATION OF NEW SITE APPROVAL

After submission of information required for site approval the Contractor, with City of Williamston permission, will submit the required information to the **EGLE**. No biosolids will be transported to a site until the following events occur:

- A. The parties to be notified have been notified (i.e. Township, Health Dept., **EGLE** etc.)

4.0 LOADING BIOSOLIDS AT THE TREATMENT PLANT

- 4.1 The Contractor shall provide vehicles, equipment and operators to load and transport the biosolids from the biosolids storage tanks to the field sites.
- 4.2 The Contractor shall be capable of removing a minimum of **80,000** gallons of liquid wastewater biosolids per day and shall submit with the bid an equipment list indicating that capability.
- 4.3 The Contractor shall safely drive and park his equipment at designated areas at the treatment plant.
- 4.4 The Contractor shall be responsible for immediate cleanup of any spilled biosolids, on the plant site and shall include the loading areas and roadways. Said cleanup shall include sweeping, shoveling, or washing all equipment and/or road areas. Wherever possible, sweeping or shoveling shall be used for cleanup with any washing done so as to use as little water as possible. All cleanup equipment shall be provided by the Contractor. **Contractor will provide the city with a copy of it's emergency response plan (ERP) for spill clean up.**

5.0 TRANSPORTATION

- 5.1 The Contractor shall provide operators and equipment approved for biosolids transport from the Wastewater Treatment Plant to the application site. The Contractor will also comply with all Federal, State, County and Local regulations affecting the transport of biosolids. The Contractor shall provide equipment to remove biosolids within fifteen (15) calendar days notice from the City of Williamston. Most probable months for biosolids application is April/May/June & Sept./Oct./Nov.
- 5.2 The transportation routes shall be designed to minimize travel through densely populated areas. **See Appendix A**
- 5.3 The Contractor shall comply with the load restrictions placed on certain roads, including when "frost restrictions" are in effect. There will be no additional compensation allowed in the unit price for biosolids hauled during "frost restrictions" on roads.
- 5.4 Loading of vehicles will be such that biosolids is not spilled from the vehicle while en route. All vehicles will be cleaned of any biosolids outside the load area prior to leaving the treatment plant and again prior to leaving the application site. The Contractor will be responsible for any spilled biosolids during transportation activities.

- 5.5 If there are complaints about the odor or spillage from transportation equipment, the Contractor shall take the necessary steps to correct the complaints.
- 6.0 APPLICATION OF BIOSOLIDS TO LAND
- 6.1 The Contractor shall apply the biosolids at the specified rate for each field as allowed by **EGLE**, USEPA, and landowner.
- 6.2 Prior to biosolids application, the field will be flagged to reflect staging areas, isolation requirements, and areas of unacceptable soil types. Proper mapping of each field and coordination with field crews may be an acceptable whole or partial substitute for flagging.
- 6.3 The Contractor shall schedule application of biosolids as near as possible to the time the farmer expects to till the soil if soil tilling is a constraint. In any case, the farmer shall be notified at least 24 hours prior to biosolids hauling and/or spreading.
- 6.4 The application of biosolids will be done by equipment with flotation type tires to minimize soil compaction and avoid ruts in the field. Contractors shall provide coverage of biosolids to the soil consistent with appropriate rules and requirements. The City of Williamston may require contractor to demonstrate equipment prior to bid award to insure that this requirement is met.
- 6.5 Loading operations, biosolids application and transport will take place during normal working hours of plant personnel, Monday through Friday, unless otherwise approved by **The WWTP Superintendent. See Appendix A**
- 6.6 The Contractor shall inspect the fields before leaving the site that received biosolids to insure that foreign objects such as rocks or metal were not put on the field due to biosolids application. Fences or gates that were removed or damaged to facilitate equipment going onto the fields must be replaced immediately after biosolids spreading operations to the landowner's satisfaction by the Contractor.
- 6.7 The amount of material unloaded at the application site will not be more than the amount scheduled to be applied to that site for that crop year. The staging area (the area where biosolids is unloaded from the transport vehicle and loaded into the spreader) must be a portion of the field suitable for biosolids application and acceptable to the landowner and farmer.
- 6.8 The Contractor will maintain and restore the staging area to conditions to the satisfaction of the landowner. Staging area operations will be conducted in such a manner as to minimize damage requiring such restoration.

7.0 EQUIPMENT

- 7.1 The Contractor will keep his equipment in good operating conditions at **all** times. **All** maintenance **will** be done at the Contractors expense.
- 7.2 The contractor is expected to supply pumps, hose, personnel and other supplies needed to take biosolids from the biosolids storage tank.
- 7.3 Disabled vehicles will be towed or pulled at the Contractors expense. No City of Williamston equipment will be used for this purpose.

8.0 PROJECT MANAGEMENT

- 8.1 The Contractor shall designate an employee to be the administrator of this contract. The Contractor shall adopt and implement an in-service training program whereby the contract administrator and its key employees will maintain skills current with changing regulations and procedures.
- 8.2 The Contractor shall establish and maintain good public relations with landowners participation in the program, as well as the general public. Disagreements with, or dissatisfaction of the landowner or farmer shall be reported to the City of Williamston immediately.
- 8.3 The Contractor shall be responsible for maintaining complete records on each field where biosolids was applied. This data **will** be submitted to the City of Williamston. It is suggested that a sketch of the field be included on each data sheet for clarification of field information for the operator and the City of Williamston.
- 8.4 The Contractor shall maintain on staff a person to monitor field applications, rates, **EGLE** guidelines, and interpret wastewater biosolids analyses. The Contractor shall perform certain duties as is necessary for public relations and for the preparation and submittal of **EGLE** and USEPA biosolids disposal records.

9.0 MEASUREMENT AND PAYMENT

- 9.1 Determination of the volume of liquid biosolids hauled shall be made according to one or both of the following methods:
 - A. Gallons of biosolids removed shall be equal to the total gallons recorded by the City magnetic flowmeter installed on the sludge line in the digester building. **See Appendix B**

B. In the event of a dispute, the volume of biosolids loaded shall be determined by the Contractor weighing each tanker unit when empty on a certified scale and weighing each tanker again when loaded with biosolids. The net weight divided by 8.34 shall be the number of gallons contained in each respective load. This weighing procedure shall be done on each load for each tanker used on the project. The scale fees, fuel and other associated costs of weighing the trucks shall be the responsibility of the Contractor.

9.2 Payment for volume hauled shall typically be made within 30 days after City of Williamston WWTP receives the Contractors invoice. All invoices must detail by load the volume in gallons, the date hauled and the disposal site.

10.0 RENEWAL OPTION

10.1 Period for the initial contract will be **January 1, 2025 to December 1, 2027**.

10.2 Four one (1) year renewal options will be offered subject to approval of both parties. First Renewal: January 1, **2028** to December 30, **2028** Second Renewal: January 1, **2029** to December 30, **2029** Third Renewal: January 1, **2030** to December 30, **2030** Fourth Renewal: January 1, **2031** to December 30, **2031**.

10.3 If either party opts to renew the contract, the cost for the first renewal will be at the same cost as the base bid price. The second renewal will be 1.02 times the base bid price. The third renewal will be at 1.02 times the base bid price (the same as second renewal). The fourth renewal will be 1.04 times the base bid prices. The base bid price is the bid submitted by the Contractor on the beginning contract award.

11.0 MAINTENANCE AND GUARANTEE BOND

11.1 For purpose of this contract, the Maintenance and Guarantee bond is waived.

NOTE: The WWTP Superintendent, or his designee, will determine if liquid biosolids disposal will be needed. When the Contractor is requested to perform biosolids disposal activities, the minimum volume of material (per request) the Contractor can expect is 250,000 gallons per haul for liquid biosolids. The annual haul amount is normally anticipated to be **450,000** gallons.

BID LINE ITEM NO.

DESCRIPTION:

- A. Liquid biosolids from biosolids storage tank or digesters.

BID LINE ITEMS

- A. Cost per gallon to pump, haul and land apply liquid biosolids.

PART I

Section D. Residuals Management Program

1. **Residuals Management Program for Land Application of Biosolids**

The permittee is authorized to land apply bulk biosolids or prepare bulk biosolids for land application in accordance with the permittee's approved Residuals Management Program (RMP) approved on October 17, 2001, and approved modifications thereto in accordance with the requirements established in R323.2401 through R323.2418 of the Michigan Administrative Code (Part 24 Rules). The approved RMP, and any approved modifications thereto, are enforceable requirements of this permit. Incineration, landfilling, and other residual disposal activities shall be conducted in accordance with Part 11.D.7 of this permit. The Part 24 Rules can be obtained via the internet (<http://www.michigan.gov/deq/>), and on the left side of the screen click on Water, Biosolids & Industrial Pretreatment, Biosolids, then click on Biosolids laws and Rules Information, which is under the Laws & Rules banner in the center of the screen).

a. **Annual Report**

- a. **Annual Report** On or before October 30 of each year, the permittee shall submit to the Biosolids Program, Water Resources Division, Department of Environmental Quality, P.O. Box 30458, Lansing, Michigan 48909-7958, for the previous fiscal year of October 1 through September 30. At a minimum, the report shall contain:

1) a certification that current residuals management practices are in accordance with the approved RMP, or a proposal for modification to the approved RMP; and

2) a completed Biosolids Annual Report Form which can be obtained via the internet

(<http://www.michigan.gov/deq/>, and on the left side of the screen click on Water, Biosolids & Industrial Pretreatment, Biosolids, then click on Biosolids Annual Report Form, which is under the Downloads banner in the center of the screen) or from the Department.

b. **Modifications to the Approved RMP**

- b. **Modifications to the Approved RMP** Prior to implementation of modifications to the RMP, the permittee shall submit proposed modifications to the Department for approval. The approved modification shall become effective upon the date of approval. Upon written notification, the Department may impose additional requirements and/or limitations to the approved RMP as necessary to protect public health and the environment from any adverse effect of a pollutant in the biosolids.

c. **Record Retention**

- c. **Record Retention** Records required by the Part 24 Rules shall be kept for a minimum of five years. However, the records documenting cumulative loading for sites subject to cumulative pollutant loading rates shall be kept as long as the site receives biosolids.

d. **Contact Information**

- d. **Contact Information** Submittals to the Department shall be to the Lansing District Supervisor of the Water Resources Division. The Lansing District Office is located at Constitution Hall, 1st Floor South, 525 West Allegan, P.O. Box 30242, Lansing, Michigan 48909-7742, Telephone: 517-284-6651, Fax: 517-241-3571.

Appendix A

Hours of operation at the City of Williamston's wastewater treatment plant (WWTP) are between 7:00 AM and 3:30 PM Monday-Friday. The WWTP is staffed only during the designated hours of operation. The removal of sludge from this facility and any other activities that are associated with sludge removal will take place between the hours of 7:00 AM-3:30PM Monday through Friday. No exceptions to the designated times or days will be allowed.

The city will not pay its employees overtime for any circumstances that arise due to the fault of the contractor (bidder). If a situation occurs due to fault of the contractor that puts a burden on city employees and requires overtime to be paid by the city, then the contractor (bidder) will bare the burden of that cost. In the event that the contractor causes city employees to stay past their designated shift, the city will pay its employees in accordance with state law and the contractor will be responsible for reimbursing the city for the amount paid to the employee/s.

Ingress/egress to the cities WWTP will be via E. Grand River Ave. (East/West) to McCormick St. (North/South) to Sunset Rd. (East) which leads to the WWTP gates. NO OTHER MEANS OF INGRESS/EGRESS IS ACCEPTABLE. Trucks (semis/tractor trailers) that use alternate routes may be subject to local and/or state ordinances and may incur penalties and fines associated with the violations of such ordinances if the aforementioned route is not adhered too. In the event that the described means of ingress/egress is obstructed (e.g. construction equipment, sewer cleaning equipment, emergency vehicles, etc.) the contractor (bidder) or contractor's (bidders) representative shall contact the WWTP superintendent at: 517 917 2648 for further instruction.

NOTE: NO exceptions will be made for anything as written in Appendix A

Appendix B

The flow meter that the city uses for measuring the quantity of biosolids pumped into the contractor's trucks will be calibrated annually by an independent contractor.

The meter will be zeroed prior to each hauling event (one time on the day that the event begins). The city's flow meter is the sole determinant in the quantity (gallons) of sludge that the contractor hauls and for payment to the contractor for said services. No other means of quantity hauled or determination for payment to the contractor will be used.