AGENDA REPORT

TO: Mayor Pat Humphrey & the Clare City Commission
FROM: Jeremy Howard, City Manager
DATE: June 11, 2026
RE: Waste Water Treatment Plant Gate Valve Replacement Bid

For the Agenda of June 15, 2026

Background. The current gate valves at the Waste Water Treatment Plant have reached the end of their useful life due to normal use and corrosion from day-to-day chemical use in the treatment process. The valve replacements will also allow the city to rehab the clarifiers as needed. In addition, they are also a level control for the treatment ponds by raising or lowering the gate valves which then control the detention time of the water at the plant. City staff, therefore, solicited sealed bids to allow the city to purchase and replace the valves (*see copy of att'd memo*). The City Commission is asked to consider approving the bids (*see att'd bid tab and bid proposal*) and award the bid to the sole low bidder, RCL, in the amount of $190,792.

Issues & Questions Specified. Should the City Commission approve the bid and award the bid to RCL?

Alternatives.

1. Approve the bid and authorize the expenditure of funds in the amount of the bid.
2. Approve the bid and authorize the expenditure of funds in an amount commensurate with one of the other bidders (not an option as there was only one bidder).
3. Direct the solicitation of new bids.
4. Direct this project not be completed.
5. Set aside decision regarding this matter to a subsequently scheduled public meeting.

Financial Impact. This project will take several months to complete and will therefore be completed in FY26/27. There are sufficient funds in the budget (original budget estimate was $215,000) to cover the cost of the replacement.

Recommendation. I recommend the City Commission approve the bid of RCL and authorize the purchase and installation of the replacement gate valves for the Waste Water Treatment Plant in the amount of $190,792 by adoption of Resolution 2026-041 (*copy att'd*).

Attachments.

1. Bid Memo.
2. Bid Tabulations.
3. Bid Proposal
4. Resolution 2026-041.

INTEROFFICE MEMORANDUM

TO: JEREMY HOWARD

FROM: DALE CLARK

SUBJECT: GATE VALVE REPLACEMENT

DATE 6/8/26

CC:

Jeremy,

We only received one bid to replace the gate valves at the WWTP. The bid was in the amount of $190,792.00 from RCL. 215,000.00 was budgeted for this project. RCL has worked for us in the past and I recommend we accept the bid and award the work to RCL. Bid sheet and bid is attached.

Dale Clark

Director of Water Treatment

Request for Quotation				
WWTP Valve Replacement				
Bid Opening on Friday, June 5 @ 2:00PM				
Submitted By	**Address**	**Telephone**	**Notes**	**Amount Quoted**
Chase Schepke- Schepk Consulting		(248) 798-2048		
Michael Wright (Pratt and Hydro Gate) Patterson & Matz	7154 Hawick Ct., NE, Belmont, MI 49306	(248) 476-3204		
RCL		517 256 7100		$190,792.00
John E. Green		989 759 8105		
Bids Opened By:	Dale Clark			

CITY OF CLARE
REMOVAL AND REPLACEMENT OF A SLIDE GATE AND MIXING TANK VALVE

City of Clare
202 W Fifth Street
Clare, MI 48617

Gentlemen:

ARTICLE 1-CONTRACT PRICE

Having carefully examined the site of the proposed Work; being fully informed of the conditions to be met in the prosecution and completion of the Work; having read and examined the Contract Documents applicable to this Work and agreeing to be bound thereby; the undersigned proposes to perform all services, and furnish all necessary labor, materials, tools, and equipment to complete the Work described in the Contract Documents for the amounts set forth in the accompanying Bid Form.

ARTICLE 2-CONTRACT TIME

If awarded a Contract, undersigned agrees to prosecute the Work regularly and diligently to ensure full completion within the Contract Time(s) indicated in the Agreement.

ARTICLE 3-LIQUIDATED DAMAGES

The undersigned agrees that liquidated damages, in the amount stipulated in the Agreement, shall be assessed for each day that expires after the completion time(s), stipulated in the Agreement, until the Work is complete.

ARTICLE 4 -BIDDER'S QUALIFICATIONS

The undersigned agrees to furnish, upon request, a list of projects of a similar nature completed in the last 5 years.

ARTICLE 5-WAIVER

The undersigned certifies the price(s) entered in the Bid Form are correct and complete and that all information given or furnished in connection therewith is correct, complete and submitted as intended. The undersigned waives any right to:

5.1 claims he may now have or which may accrue to him,

5.2 refuse to execute the Contract if awarded to him,

5.3 demand the return of the Bid Security,

5.4 be relieved from any obligation by reason of any errors, mistakes or omissions, subject to right of withdrawal of Bid as provided in the Instructions to Bidders.

ARTICLE 6-BID NON-COLLUSIVE

The undersigned certifies that this Proposal is fair, genuine and not collusive or sham, and has not in any manner, directly or indirectly, agreed or colluded with any other person, firm or association to submit a sham Bid, to refrain from bidding, or in any way to fix the amount of this Bid or that of any other BIDDER, or to secure any advantage against the OWNER. The undersigned further certifies that no officer or employee of the OWNER is personally or financially interested, directly or indirectly, in this Bid or in the undersigned.

ARTICLE 7-BID SECURITY

The undersigned encloses a Bid Security in the form and amount required by the Advertisement. The undersigned agrees to contract for the Work and to furnish the necessary Bonds, Insurance Certificates and other information, as stipulated in the Instructions to Bidders. If this Proposal shall be accepted by the OWNER and the undersigned shall fail to contract as aforesaid and to furnish the required Bonds, Insurance Certificates and other information, then the

undersigned shall be considered to have abandoned the Contract and the Bid Security accompanying this Proposal shall become due and payable to the OWNER.

ARTICLE 8-OWNERS' RIGHTS

In submitting this Bid, it is understood that the right is reserved by the OWNER to accept any Bid, or reject any or all Bids, or to waive irregularities and/or informalities in any Bid and to make the award in any manner deemed in the best interest of the OWNER.

ARTICLE 9-RECEIPT OF ADDENDA

Receipt of Addenda _____ through _____ is acknowledged.

SIGNED THIS 5th DAY OF June, 2015.

RCL Construction Co., Inc.
(Firm Name)

(Signature)

777 W. Maynard Rd
(Street Address)

Rodney E. Bauer
(Name Printed)

Sanford, MI 48657
(City, State and Zip)

President
(Title)

989-280-5745
(Telephone No.)

CITY OF CLARE
REMOVAL AND REPLACEMENT OF A SLIDE GATE AND MIXING TANK VALVE

ARTICLE 1-SCHEDULE OF PRICES

For the entire Work outlined in these Contract Documents complete as specified, using equipment and materials only of the type and manufacturers where specifically named, the following unit and lump sum prices:

Construction and Testing of Test-Production Well No. 3

Item	Description	Unit	Est Quant.	Unit Price	Amount
1	Bonds, Insurance and General Conditions	Lsum	1	$ 26,368	$ 26,368
2	Temporary Bypass Pumping Equipment Complete - including operation and maintenance throughout Construction	LS	1	$ 34,289	$ 34,289
3	Removal of Existing Slide Gate	LS	1	$ 3,600	$ 3,600
4	Removal of Existing Mixing Tank Valve and Butterfly Valve.	LS	1	$ 4,467	$ 4,467
5	Fabrication and Installation of Replacement Slide Gate	LS	1	$ 118,968	$ 118,968
6	Adjustment and Operational Validation, Demobilization of Temporary Bypass Equipment	LS	1	$ 3,100	$ 3,100
				Total Bid	$ 190,792

ARTICLE 2-MATERIAL AND EQUIPMENT ALTERNATES

The Contract Documents stipulate that the Base Bid price shall include materials and equipment selected from the designated items and manufacturers listed therein. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

If the BIDDER wishes to quote alternate items for consideration by the OWNER, he may do so under this Article. A complete description of the item and the proposed price differential are to be provided. Unless approved at the time of award, substitutions, where items are specifically named, will be considered only in accordance with the terms set forth in the General Conditions.

Item No.	Description	Add/Deduct Amount (Dollars)

ARTICLE 3-TIME ALTERNATE

If the BIDDER takes exception to the time(s) stipulated in Article 3 - Contract Time of the Agreement, he is requested to stipulate below his proposed time for performance of the Work. Consideration will be given to time in evaluating bids.

ARTICLE 4-SUBCONTRACTOR LISTING

Bid is submitted on the basis of the use of the following Subcontractors:

WORK ITEM	FIRM	CITY
Mechanical	John E. Green	Saginaw, MI
Electrical @ Bypass	Bock Electric	Rhodes, MI

Please note if work is to be performed by BIDDER. Failure to list Subcontractors with the Bid waives BIDDER'S rights to a change in Contract Time or Price or withdrawal of Bid and Bid Security; in the event OWNER has reasonable objection to any Subcontractor.

OWNER shall have the right to reject any Subcontractor for reasonable cause. If Subcontractors are not identified in the Bid, the BIDDER/CONTRACTOR shall engage a Subcontractor acceptable to OWNER and waives the right to withdraw Bid and Bid Security, and further, waives right to a change in Contract Time or Price due to failure to list.

END OF SECTION

777 W MAYNARD RD
SANFORD, MI 48657-9439
989.687.7319
fax: 989.687.5378
RCLConstruct.com

CORPORATE RESOLUTION OF SIGNING AUTHORITY

WHEREAS, the Corporation is determined to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to authorize and empower the following individual to make, execute, endorse and deliver in the name of and on behalf of the corporation, but shall not be limited to, any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature entered into by this Corporation.

Name: Rodney E. Bauer

Title: President/Treasurer

Phone: 989-280-5745

Email: rod@rclconstruct.com

Signature: _____

The undersigned certifies that he is the properly elected and qualified Secretary of the books, records and seal of RCL Construction Co., Inc., a corporation duly conformed pursuant to the laws of the state of Michigan, and that said meeting was held in accordance with state law and with the Bylaws of the above-named corporation.

This resolution has been approved by the Board of Directors of RCL Construction Co., Inc. on May 8, 2017.

I, as authorized by the Company, hereby certify and attest that all the information above is true and correct.

_____ 5-20-26

Ryan R. Bauer
Vice President/Secretary

Date

Subscribed and Sworn to me on this 20th day of May 2026.

Sherry L. Harris, Notary Public
Acting in Midland County
My Commission Expires July 14, 2029

STATE OF MICHIGAN
DEPARTMENT OF TREASURY

R C L CONSTRUCTION CO INC
777 W MAYNARD RD
SANFORD MI 48657

Use Tax Registration

ACCOUNT NUMBER
38-2409492

Tax Codes	Type	Co-City		K	Loc	Seas Months	Fiscal	Class
610000	151	56-00	7	41	001	-	10	L

Issued under authority of P.A. 94 of 1937, as amended

Jay B. Rising
State Treasurer

BID BOND

KNOW ALL BY THESE PRESENTS, That we, RCL Construction Company, Inc.

of 777 W. Maynard Rd., Sanford, MI 48657 (hereinafter called the Principal),

as Principal, and Merchants Bonding Company (Mutual)

(hereinafter called the Surety), as Surety are held and firmly bound unto City of Clare, MI

(hereinafter called the Obligee) in the penal sum of Five Percent (5%) of Total Amount Bid

Dollars ($ 5%)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for Replacement Wastewater Treatment Plant Slide Gate and Mixing Tank Valve #225052

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 5th day of June, 2026.

Witness

RCL Construction Company, Inc. (Seal)
Principal

President
Title

Witness

Merchants Bonding Company (Mutual)

By Theresa A. Lamb
Attorney-in-Fact

Theresa A. Lamb

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Adam Howard; Amanda Ivey; Annette Troseth; Carol Lowell; Chad M Epple; Ching Yan Natalie Chau; Clayton McCaul; Colby Swenor; Dana Brown; Dean R Young; Dustin Roberts; Emma C Doleshel; Grant E Ingalls; Heather L Allen; Jennifer Schultz; Jim S Kuich; Jim W Doyle; Michael A Murphy; S M Scott; Ted Baran; Theresa A Lamb; Veronica McKay

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of June , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of June 2025 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5th day of June , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

RESOLUTION 2026-041

A RESOLUTION OF THE CLARE CITY COMMISSION APPROVING A BID TO REPLACE THE GATE VALVES AT THE WASTEWATER TREATMENT PLANT.

WHEREAS, the current gate valves at the Wastewater Treatment Plant have reached the end of their useful life, so staff, therefore, solicited bids on behalf of the City of Clare to replace the gate valves at the Wastewater Treatment Plant; and

WHEREAS, one bid was received from RCL in the amount of $190,792; and

WHEREAS, the City's Water/Wastewater Superintendent has reviewed said bid and recommended that the City Commission approve the bid and award the purchase of the replacement of the gate valves at the Waste Water Treatment Plant to RCL, the sole and low bidder; and

WHEREAS, the City Commission has considered the bid and concurs with said recommendations.

NOW THEREFORE BE IT RESOLVED THAT the Clare City Commission hereby approves the bid to replace the existing gate valves at the Wastewater Treatment Plant and hereby selects RCL to accomplish said work for a cost not to exceed $190,792.

ALL RESOLUTIONS AND PARTS OF RESOLUTIONS INSOFAR AS THEY CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION AND THE SAME ARE HEREBY RESCINDED.

The Resolution was introduced by Commissioner _____ and supported by Commissioner _____.
The Resolution declared adopted by the following roll call vote:

YEAS:

NAYS:

ABSENT:

Resolution approved for adoption on this 15th day of June, 2026.

_____
Diane M. Lyon, City Clerk