

**CITY OF MARATHON
INVITATION TO BID**

BID NAME: SLUDGE REMOVAL SERVICES AND DEWATERING O&M

All interested parties are hereby notified that the City of Marathon, Florida (the "City") Utilities Department is accepting sealed bids to furnish all labor, materials, supervision, equipment, supplies, tools, services and all other necessary incidentals required for sludge removal, disposal and transportation services at all City facilities. Additionally, the City is accepting sealed bids for sludge dewatering services including operations and maintenance of centrifuge equipment owned by the City. Bids for sludge removal services may be considered independently or together with the dewatering services bid at the sole option of the City.

Bid documents may be examined at City Hall, 9805 Overseas Highway. Bid documents are only distributed from www.demandstar.com. Bid documents obtained from any source other than DemandStar may not be accurate or complete, and each Bidder assumes all risks by its reliance on such documents. Any Bidder who have not obtained Bid Documents from DemandStar will not be notified or any addenda issued by the Owner, which could contain material changes to Bid.

A non-mandatory **pre-bid conference** will be held on Friday, **May 20, 2011 at 10:00 am** at the Marathon Fire Station, 8900 Overseas Highway, Marathon, Florida. The purpose of the Pre-Bid Conference is to discuss the contents of this Invitation to Bid.

Bidders shall submit one (1) original and three (3) copies of a written bid attached to this form, signed in ink, in a sealed opaque package, clearly marked on the front of the package: **BID: SLUDGE REMOVAL/DEWATERING**. Additionally, Bidder shall submit one (1) Compact Disc (CD) with an image copy of the bid submitted. All bids must have this bid form signed by the bidder and attached to the bid. All bids must be received in the City Clerk's office no later than 3:00 PM eastern time, June 3, 2011 at the offices of the City Clerk, City of Marathon, located at 9805 Overseas Highway, Marathon, Florida 33050. Commencing at 3:05 PM all bids will be opened and read aloud at the City Clerk's office.

Prospective bidders shall not contact or otherwise communicate with City staff or City officials except as set forth herein.

The City reserves the right to reject any or all bids and to waive informalities, except timely submission of bids, to re-advertise for bids or to take any other actions that may be deemed in the best interest of the City. As a matter of information to bidders, the City does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any bid, which in the judgment of the City Council will best serve the needs and interests of the City.

INVITATION TO BID INSTRUCTIONS

BID NAME: SLUDGE REMOVAL SERVICES AND DEWATERING O&M

BID NUMBER: 11-40

DELIVERY OF BIDS: Sealed bids for furnishing all services necessary to complete the Work specified in these documents will be received as follows:

DUE DATE: 6/3/11

TIME: 3:00 PM

PLACE: CITY CLERK'S OFFICE AT CITY HALL
9805 OVERSEAS HIGHWAY, MARATHON FL 33050

DEFINITION OF TERMS

Bid	The bid documents submitted by the Bidder/Respondent.
Bidder/Respondent	Any person, firm or corporation submitting a bid for the Work covered by this invitation or duly authorized representative.
City	The City Council of the City of Marathon or the City Manager, as applicable.
Contract	The written instrument which is evidence of the agreement between CITY and CONTRACTOR covering the Work to be performed, including the Contract Documents and any exhibits that are attached to the Contract or made a part thereof; and any other Contract Documents which are incorporated in or referenced in the Contract and made a part thereof.
Contract Documents	The Contract Documents consist of any Drawings, Plans and Specifications, Bid Form, including all documentation accompanying Bid, post Bid documentation submitted prior to the Notice of Award, Qualifications Statement, Executed Contract Form , Addenda, and Notice of Award, Notice to Proceed, Certificates of Insurance, Payment and Performance Bonds, as applicable, the General Conditions, Supplementary Conditions, Permits, any additional documents which are required to be submitted under the Contract, and all changes, amendments, modifications and supplements issued on or after the effective date of the Contract.
Contractor	The person, firm or corporation with whom CITY has entered into the Contract for the performance of the Work as defined by the Contract Documents.

Days

Days shall mean calendar days.

Responsible Bidder

Any person, firm or corporation submitting a Bid for the Work who maintains a permanent place of business, has adequate equipment and personnel to do the Work within the time limits that are established, has adequate financial status to meet the obligations to perform the Work and has not defaulted on a prior contract with the City.

Responsive Bid

Any person, firm or corporation submitting a Bid for the Work whose Bid form is complete and includes all required attachments and enclosures, free from exclusions or special conditions and has no alternative Bids for any work items, unless alternatives are requested in the specifications. To be a Responsive Bid, the Bid must be submitted within the time period specified.

EXHIBITS**Invitation to Bid Exhibits include the following:**

- A. Specifications and Scope of Work;
- B. License and Insurance Requirements;
- C. Bid Proposal Form;
- D. City Facilities Listing and Schematics;
- E. City Wastewater Plant Sludge Estimates;
- F. Facility Permit Requirements;
- G. Centrifuge Operation Requirements;
- H. Maintenance & Inspection Requirements;
- I. Maintenance Service & Inspection Log Form;
- J. Trailer Operators Service/ Maintenance Manual;
- K. City of Marathon Wastewater Utility Spill Reporting Procedure;
- L. Local Preference Ordinance; and
- M. Sample Contract.

BID SUBMITTAL

1. **Bids submitted to the City shall include the following:**
 - a. Signed bid forms;
 - b. Evidence of signature / corporate authority; and
 - c. Copy of all applicable licenses as requested herein.
 - d. Copy of insurance liability claim record.

Do not send bids by facsimile. Bids sent by facsimile or email will not be accepted.

2. **Non-Responsive Bids.** Bidders shall sign and return the entire Invitation for Bid. Unsigned or non-responsive bids shall not be accepted.
3. **Contract Award.** The contract will be awarded to one or more responsive and responsible bidder(s) whose bid is responsive and conforms to the Invitation for Bid, is most advantageous to the City, price and other factors considered. All aspects of the City purchasing policy will be considered, including any applicable advantage for local bidders.
 - a. In no case will the Award be made until all necessary investigations have been made into the responsibility of the bidder(s) and the City is satisfied that the bidder(s) are qualified to do the Work and have the necessary organization, capital and equipment to carry out the Work within the specified timeframes and manner as described herein.
 - b. If the City accepts a Bid, the City will provide a written notice of award to the successful Bidder.
 - c. If the successful Bidder to whom a contract is awarded forfeits the Award by failing to meet the requirements herein, the City may, at the City's sole option, award the contract to the next ranked responsive and responsible Bidder or reject all Bids or re-advertise the Work.
 - d. The City may award the Work to one or more Bidder(s), if the City determines that the needs of the City would be best served by more than one Contractor. The City may also elect to award the Contract in parts.
 - e. The City's local preference ordinance, which is attached as Exhibit "L", shall be used as applicable.
4. **Rejected Bids.** The City reserves the right to reject any and all bids.
5. **Bid Information.** Questions regarding the bid shall be submitted in writing to the City of Marathon by facsimile at (305) 289-4123. The subject wastewater facilities are available for inspection upon request. To view the facilities, contact Zully Hemeyer at 305-289-5009 for an appointment.
6. **Commencement.** Bidder shall begin the Work no later than ten days after Notice to Proceed is issued by City unless specified otherwise in the Contract. The specifications (the Work") are provided as Exhibit "A", attached hereto and incorporated herein.
7. **Eligibility.** To be eligible to bid, bidders must not have been convicted of or served any form of probation or deferred adjudication for any crimes of moral turpitude, felony offense by any federal, state or local governmental entity. Bids received from ineligible bidders shall be rejected. This prohibition applies to individuals, individual members of partnerships, corporate bidders, and the officers and directors of corporate bidders, or any other party or entity submitting a bid.
8. **Bid Bond.** A bid bond is not required.

9. **Failure to Perform.** If the successful bidder fails to complete the Work or perform as required herein, the City reserves the right to award the bid to the next to the lowest responsible and responsive bidder. All bids shall remain firm offers for 120 days following submission.
10. **Contract.** Notice of award in the form of a Contract, mailed or otherwise furnished to the successful bidder, will be provided. When the successful bidder returns the signed Contract within the required time as well as any other required documentation, a binding contract pursuant to the terms hereof will be formed without further action by either party.
11. **Required Documentation.** The successful bidder shall provide all items described in the specifications and exhibits, as well as proof of applicable licensure and insurance. License and insurance documentation and the signed Contract must be provided to the City within ten days of bidder's receipt of the Notice of Award. License and insurance requirements, which are mandatory, are specified in Exhibit "B" attached hereto. Failure to timely return the Contract and appropriate documentation may result in award to another, at the City's option.
12. **Permits and Registration.** The City will not charge for building permits for the Work. The successful bidder must register with the City Building Department, if not previously registered.
13. **Taxes.** As a municipal corporation, the City is tax exempt. Sales tax shall not be included in bid.
14. **Commencement of Work.** Unless specified otherwise in notice of award, the successful bidder shall not commence work until a notice to proceed has been issued to bidder by City.
15. **Clean-Up and Performance.** The successful bidder shall be capable of removing liquid sludge as related to the Work from City premises in a neat and timely manner, using bidder's own labor, material and tools, immediately following completion of Work. City personnel will not be available to perform these functions. City premises must be left in the same or better condition as provided. Prior to commencement of the Work, Bidder shall provide City the name and location of the facility that will be used for equipment storage and the final destination and disposal facility for approval. The City shall be provided with copies of receipts from the disposal facility for each deposit. The Work shall be performed in such a manner as to provide a minimum of inconvenience and odors to any neighboring community residing in the area. Any debris or other material spilled shall be immediately removed, cleaned and treated with hydrated lime or other method including the area and surrounding area acceptable to the City. Each wastewater facility shall be cleaned daily to the satisfaction of the City.
16. **Hours.** All Work must be performed between the hours of 7:00 A.M. and 6:00 P.M., Monday through Friday. Any Work to be performed outside of these days and hours must be approved in advance, in writing, by the City Manager.
17. **Status of Bidder.** The City shall accept bids only from contractors with licenses as specified herein.

18. **Indemnification.** Bidder hereby agrees to indemnify, defend and hold harmless the City, and City's officers and employees from liabilities, damages, losses and costs (including, but not limited to, reasonable attorney's fees at any level) on account of or relating to the Work, the bid, any resulting contract or acts related thereto, and whether caused in whole or part by the negligence or fault of City, or otherwise.

The provisions of this INDEMNIFICATION are solely for the benefit of the bidder and City and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

19. **Termination.** The City may reject this bid or terminate the resulting contract at any time after award for cause or convenience upon written notice to bidder. The City shall have no liability for services provided or goods ordered or any other expenses incurred by bidder pursuant to the contract subsequent to notice of termination.
20. **No Assignment.** Bidder shall not sell, assign, transfer or convey this bid or resulting Contract, in whole or in part, without the prior written consent of the City Manager. Any such assignment without prior approval shall be void ab initio.
21. **Applicable Law.** **BIDDER SHALL BE SOLELY RESPONSIBLE FOR AND SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS REGARDING BID AND THE WORK REQUIRED HEREUNDER.**
22. **Entire Agreement.** This bid and attached proposal and any Contract and Notice to Proceed to bidder from City, together with exhibits, constitute the final and entire Contract Documents between the bidder and City and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding this bid or any resulting contract shall be deemed to exist or to bind either party, unless same be in writing, dated subsequent to the date hereto, and duly executed by the party to be charged.
23. **Expenses and Delay.** The City shall have no liability to the bidder for any expenses incurred in response to this bid or for any damages to the bidder for delay or interruption of the Work. The bidder's sole and exclusive remedy for any such delay, if any, shall be an extension of the time required or allowed to complete the Work. In order to obtain an extension of time, the bidder shall request same of the City in writing within 24 hours of any delay or interruption of the Work.

THE BIDDER'S SIGNATURE BELOW INDICATES BIDDER HAS READ, UNDERSTANDS, AND ACCEPTS ALL PROVISIONS CONTAINED HEREIN, INCLUDING ALL ATTACHED EXHIBITS AND THAT THE BIDDER HAS THE REQUISITE AUTHORITY TO SIGN THIS BID.

Name of Bidder/Business

State of _____
Sworn to and subscribed before me this
_____ day of _____, 20____.

By:

Signature

Notary Public

Print Name and Title

My Commission Expires:

Mailing Address

EXHIBIT "A"
INVITATION TO BID

SPECIFICATIONS / SCOPE OF WORK

BID NAME: SLUDGE REMOVAL SERVICES AND DEWATERING O&M

The City of Marathon, Florida (the "City") is requesting bids to furnish all labor, materials, supervision, equipment, supplies, tools, services and all other necessary incidentals required for sludge removal services at each of the City of Marathon facilities as described on **Exhibit D** including sludge disposal and transportation. Additionally, from time to time the City may request sludge removal services from an off-site location.

BID PROPOSAL REQUEST FOR SLUDGE REMOVAL SERVICES ONLY:

The Work consists of all labor, materials, supplies, supervision, equipment, licenses, insurances and incidentals, required for removing liquid sludge from each City of Marathon wastewater facility and other remote locations as requested herein in strict accordance with all applicable federal, state and local laws, ordinances and regulations. This Bid shall be provided on the form in **Exhibit "C."** As a municipal corporation, the City is tax exempt. Sales tax shall not be included in bid. The contract term is for a two-year period from the date executed.

The following scope of work includes but is not necessarily limited to the items noted herein. This listing is intended to provide clarification and is not intended to be a complete listing of the responsibilities of the Work.

1. Removal, transportation, tipping fees and final disposal of liquid sludge from each City facility within a 24-hour period following notice by the City. Upon notice by City that it requires sludge to be hauled, the following work should be anticipated:
 - a. Transportation of sludge pumping vehicle / apparatus to the City's facility or off-site location, as designated by the City.
 - b. Coordination with City's on-site facility operator for all on-site work including timing, hose connections, any required wastewater facility operation to ensure City's facility remains in compliance.
 - c. All pumping operations to remove required quantity of sludge from City's facility.
 - d. Any and all necessary clean-up activities including materials as required to treat spillage. City shall be notified of spillage as provided by City's Wastewater Utility Spill Reporting Procedure, attached as Exhibit "K."
 - e. Removal of sludge pumping vehicle / apparatus from the City's facility or off-site location.
 - f. Furnish invoice for payment upon completion of work including copies of disposal tickets, summary report of total quantity disposed and the location of the final destination facility.

2. Furnish any and all requirements necessary for completion of the Work in a safe, proper and reasonable manner including operations, and maintenance during performance of the Work, and shall remove all equipment, tools and apparatus upon completion. Bidder shall perform all Work in the best and most workmanlike manner. Special care shall be taken in placing, transporting and removing equipment to avoid unnecessary injury to others, damage to either public or private property or areas involving and adjacent to the Work.
3. Bid submittal shall identify the intended final destination facility with any other alternate location(s) to be approved by the City.
4. Bid submittal shall also include written procedures to be used to prevent adverse impacts from accidental spills, including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site run-off, worker training, chemical containment structures or equipment, measures for containing toxic organic pollutants (including solvents), or measures and equipment for emergency response shall be required by the City.
5. Unauthorized releases or spills of treated or untreated wastewater shall be reported as described in the City's Wastewater Utility Spill Reporting Procedure, attached as **Exhibit "K"** and complies with F.A.C. 62-620.610(20).

Additionally, the City is accepting sealed bids for dewatering services including operations and maintenance of centrifuge equipment owned by the City.

BID PROPOSAL REQUEST FOR DEWATERING SERVICES:

The City is seeking an alternate bid for an annual cost for complete on-site dewatering services at each of the City's wastewater treatment plant sites using City's mobile centrifuge equipment and pumping centrate back into the City's wastewater plant. The City anticipates generating an estimated 1,700,000 gallons of sludge at 1.5% solids at its five (5) wastewater treatment plant locations. The City's wastewater treatment system produces aerobically digested waste activated sludge with no primary sludge.

The Work consists of all labor, materials, supplies, supervision, equipment, transportation, licenses, insurances, and incidentals, required to pump liquid sludge from each City of Marathon wastewater facility and convert to a minimum of 22% cake solids for disposal as requested herein in strict accordance with all applicable federal, state and local laws, ordinances and regulations. The contract term is for a two-year period from the date executed. The Lump Sum Bid shall be provided on the form in **Exhibit "C."** This amount must be inclusive and reflect all costs for services herein.

The following scope of work includes but is not necessarily limited to the items noted herein. This listing is intended to provide clarification and is not intended to be a complete listing of the responsibilities of the Work. Upon notice by City that it requires dewatering services (City anticipates a 3-5 day operation for its facilities), the following work should be anticipated:

1. Pick-up of City-owned centrifuge dewatering equipment from location designated by the City.
2. Provide vehicle to tow/transport centrifuge dewatering equipment to any of the City's wastewater facilities from the Long Key Transfer Station at mile marker 68.
3. Set up and preparation of the centrifuge dewatering equipment, including any pre-use testing, set-up and connection of chemical containers with appropriate containment devices, all mechanical, electrical and plumbing connections to the wastewater facility using appropriate care and diligence so as not to damage City's centrifuge dewatering equipment and wastewater facility.
4. Coordination with City's on-site facility operator for all on-site work including scheduling, and any other activities required to ensure that the City's wastewater facility remains in compliance with Federal, state and local regulations and City's operation permit.
5. Set up, coordination and pumping for chemical materials to centrifuge at appropriate rate, including acquisition of chemicals and proper containment during usage.
6. Pumping sludge from City's facility using City's centrifuge dewatering equipment.
7. Operation of centrifuge dewatering equipment including on-site monitoring during usage of equipment and coordination with City's on-site facility operator.
8. Placement of cake biosolids into solid waste container, including responsibly filling so as not to over-fill container.
9. Coordination of containment for biosolids byproduct coming from centrifuge including delivery and removal of container(s) upon completion of operation.

10. Coordination for and performance of certified laboratory testing, with lab being previously accepted by the City, to determine percentage of solids (dry weight). The City requires a minimum of 22% solids achieved.
11. Coordination with City's on-site facility operator as required to return water from the dewatering operation back to wastewater facility.
12. Breakdown and coordination for chemical materials following centrifuge usage, including any and all clean up.
13. Any and all necessary clean-up activities resulting from dewatering operations including materials as required to treat spillage. City shall be notified of spillage as provided in Exhibit "K."
14. Perform all required predictive and preventative maintenance (as specified by **Exhibit G, H, I & J** and manufacturer's recommendations) and cleaning for City's centrifuge equipment immediately following usage to keep equipment looking and functioning in good condition.
15. Removal of City's centrifuge dewatering equipment from the City's facility upon completion.
16. Furnish invoice for payment upon completion of work including copies of disposal tickets, summary report of total quantity disposed and the location of the final destination facility.

The following consists of related performance standards applicable to this Bid:

1. Operation of City-owned centrifuge equipment, including labor, materials and equipment required to remove and convert liquid sludge to cake solids following operation requirements provided on **Exhibit G**.
2. Removal of liquid sludge from each City facility within a 24-hour period following schedule as required by the City. Sample Schedule provided on **Exhibit E**.
3. Removal of biosolids (cake) from each City facility including containers, transportation, tipping fees and other charges for sludge cake disposal. Removal of biosolids container from City facility must be performed immediately after dewatering activities minimizing potential odors. Scope of Work shall include initial testing to determine final minimum manufacturer's standards.
4. All sludge cake produced must be handled and disposed in a manner that does not produce odors at the site including protective sheeting for containers to eliminate spills and covered containers for protection against adverse weather conditions.
5. Provide chemicals, chemical orders, proper storage, containment units and transfer of chemicals as necessary for proper operation of centrifuge dewatering equipment. This includes initial sludge sampling to determine consistency of polymer for use with centrifuge and requires coordination with City, City's engineer, wastewater facility operator, centrifuge manufacturer. Chemical specification shall be provided to City in writing following testing phase for approval by City.
6. Perform all required daily and other required maintenance, including materials, and inspections of the City-owned centrifuge equipment to keep the equipment operating in good condition and in conformance with minimum requirements provided on **Exhibit H**.
7. Perform all required maintenance and inspections for City-owned centrifuge trailer equipment in conformance with operators service and maintenance manual provided on **Exhibit J**.
8. Completing daily and other maintenance log forms provided on **Exhibit I**. Documentation of maintenance must be provided to the City on a monthly basis.

9. Coordinate quarterly "walk-thru" with City to review centrifuge equipment performance and maintenance activities.
10. Coordination of any required repairs for centrifuge equipment with City including reporting as to the cause for repairs.
11. Provide transportation of centrifuge equipment including fuel, labor, vehicle and insurances as necessary for dewatering operations. Vehicle(s) must be capable of towing centrifuge and trailer weights.
12. Personnel must have all appropriate drivers' licenses to operate equipment with trailer.
13. The Bid shall include staffing for start up operations for centrifuge.
14. Centrifuge equipment will be powered at City facilities.
15. City will provide water, pumps and appropriate outlets for centrifuge dewatering operations.
16. Bid submittal shall also include written procedures to prevent adverse impact from accidental spills, including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site run-off, worker training, chemical containment structures or equipment, measures for containing toxic organic pollutants (including solvents), or measures and equipment for emergency response.
17. Unauthorized releases or spills of treated or untreated wastewater shall be reported as described in the City's Wastewater Utility Spill Reporting Procedure, attached as **Exhibit "K"** and complies with F.A.C. 62-620.610(20).
18. Provide all clean-up activities including materials as required to maintain City facilities.
19. Contractor shall provide all activities as described in the operations and maintenance requirements (**Exhibits F-J**) and as directed by the City in order to ensure that the centrifuge equipment warranty is maintained.
20. Centrifuge equipment manufacturer shall provide operator training. The City will permit only operators attending this training by successful bidder to operate the centrifuge equipment. Bid shall include staff time for operator training along with City staff.
21. The City will provide materials necessary for start up and testing of centrifuge equipment.
22. All Work shall be done in coordination with the City's Utilities department and the City's wastewater facility operator.

EXHIBIT "B"
INVITATION TO BID

LICENSE AND INSURANCE REQUIREMENTS

BID NAME: SLUDGE REMOVAL SERVICES AND DEWATERING O&M

For the purposes of the Bid, the following insurance and licenses shall be considered minimum requirements. Complete insurance requirements are provided in the attached Sample Contract.

1. Copy of liquid waste transporter's license and permit to operate in Monroe County.
2. Copy of commercial driver's license(s) for personnel that will be responsible for transportation of centrifuge equipment and trailer appropriate to weights provided herein. Copy of insurance claim loss records for Bidder and provide copies of driver's license background checks for all personnel submitted that will operate the City's equipment.
3. Contractor shall provide copies of certificates of insurance for Comprehensive General Liability and Business Automobile Liability insurance with limits as follows:
 - a. Comprehensive general liability insurance with limits of liability of not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.
 - b. Business Automobile Liability with minimum limits of \$1,000,000.00 per person, per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability each. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned Vehicles, Hired and Non-Owned Vehicles and Employers' Non-Ownership.
 - c. Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws.
 - d. Contractors Pollution Liability Insurance with minimum limits of \$1,000,000.00 per person, per occurrence, to cover operations and any resulting pollution incidents.
4. Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts as specified herein.
5. A Certificate(s) of Insurance shall be provided to show the City of Marathon, Florida as a certificate holder and the certificate shall be provided to the City at the time of execution of the Contract. Insurance shall be underwritten by a firm qualified to do business in the State of Florida.

EXHIBIT "C"
INVITATION TO BID

BID PROPOSAL FORM
FOR DEWATERING SERVICES ONLY

BID NAME: SLUDGE REMOVAL SERVICES AND DEWATERING O&M

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the bid, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the Bid of the contract to which the Work pertains; that this Bid is made without connection or arrangement with any other person, company, or parties making Bids or Bids and that the Bid is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the geographic location and sites of the Work; that he has made sufficient investigations to fully satisfy himself that such sites are suitable for this Work; and he assumes full responsibility therefore; that he has examined the specifications for the Work and from his own experience or from professional advice that the specifications are sufficient for the Work to be done and he has examined the other Contract Documents relating thereto, including the Bid, Contract, Specifications and Scope of Work, License and Insurance requirements, and he has read all addenda prior to the opening of Bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this bid pertains.

The Respondent proposes and agrees, if this Bid is accepted, to timely execute a contract with the City in the form attached and to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the Work specified in the Bid and Contract, and called for by the specifications and in the manner specified and to timely submit all required licenses and insurance certificates.

The Respondent further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the contract form.

The Respondent agrees to execute a Contract and furnish the executed contract, all required bonds, insurance certificates, and other required information to City within ten (10) ten calendar days after written notice of the award of contract. Failure on the part of the Respondent to timely comply with this provision shall give City the right to withdraw the award of bid notice.

1. **Bid Proposal is hereby submitted for DEWATERING SERVICES for the completion of the Scope of Work in accordance with ALL the requirements herein, INCLUDING but not limited to activities for solid waste removal (container delivery, transportation to landfill, tipping fees, etc.) for a Bid Amount PER DRY TON as follows:**

\$ _____

Written Bid Amount (in Words):

\$ _____ (Dollars) (cents)
(Dollars)

2. **Bid Proposal is hereby submitted for DEWATERING SERVICES for the completion of the Scope of Work in accordance with ALL the requirements herein, EXCLUDING activities for solid waste removal (container delivery, transportation to landfill, tipping fees, etc.) for a Bid Amount PER DRY TON as follows:**

\$ _____

Written Bid Amount (in Words):

\$ _____ (Dollars) (cents)
(Dollars)

3. **Bid Proposal is hereby submitted for SLUDGE REMOVAL SERVICES and Bidder certifies completion of the Scope Work in accordance with ALL the requirements herein for the following Bid Amount Per Liquid Gallon:**

\$ _____

Written Bid Amount (in Words):

\$ _____ (Dollars) (cents)
(Dollars)

The undersigned agrees to accept as full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the contract and the City.

However, in utilizing the forms provided, the Respondent agrees that in no event shall compensation paid to the Respondent under the contract exceed the dollar amount of the Respondent's bid amount.

In no event shall City be obligated to pay for work not performed or materials not furnished.

Respondent's Certificate of Competency No. _____

Respondent's Occupational License No. _____

Name of Bidder: _____
Address: _____
City/St/Zip: _____
Phone/Fax: _____

Name of authorized representative of Bidder: _____

Notary Public: _____

Name of Bidder

Signature of Bidder