

CITY OF SALISBURY

INTERNAL SERVICES DEPARTMENT-PROCUREMENT DIVISION

SALISBURY, MARYLAND ADVERTISEMENT INFORMATION TO BIDDERS SCOPE OF WORK FORM OF PROPOSAL

CONTRACT NO. 110-10

SLUDGE TANK CLEANOUT

THIS SPACE FOR PROCUREMENT DIVISION
Date of Award:
Awarded to
Chargeable to Account (s)
Project No.
Bid Date - Thursday, February 11, DATE, 2010
Bid Time - 3:30 P.M. (Local Time) Room 104
Pre-Bid Meeting Scheduled : Thursday, January 21 , 2010, 10:00 A.M., local time, Room 300

ADVERTISEMENT

CITY OF SALISBURY CONTRACT 110-10 SLUDGE TANK CLEANOUT

The City of Salisbury is seeking Bids from qualified firms to provide all materials, tools, equipment, trucks and labor to dewater and remove solids, liquids, and other contents (sludge) from two (2) above ground containment structures. Dewatering the contents shall produce acceptable cake solids for highway transport. Both tanks are located within the Wastewater Treatment Plant at 1142 Marine Road, Salisbury, Maryland 21801.

Bid documents for Contract 110-10 may be obtained from the Department of Internal Services-Procurement Division, Government Office Building, 125 N. Division Street, Room 104, Salisbury, Maryland 21801, by calling 410-548-3190 during normal business hours, or via our web site, www.ci.salisbury.md.us, Bids & RFPs. Vendors are responsible for checking this website for addenda prior to submitting their bids. The City of Salisbury is not responsible for the content of any bid package received through any 3rd party bid service. It is the sole responsibility of the vendor to ensure the completeness and accuracy of the documents received.

A Pre-Bid Meeting will be held on Thursday, January 21, 2010 at 10:00 A.M. (local time) in room 300 of the Government Office building, address listed above. Attendance is not mandatory but highly recommended. A site visit will be held immediately following the Pre-bid meeting.

Questions are due no later than Friday, January 29, 2010 at 12:00 P.M., local time, at the above location. No further questions will be accepted after this date. All questions shall be written and can be faxed, mailed, hand delivered or emailed to Karen D. Reddersen, Assistant Director of Internal Services-Procurement Division, 125 N. Division Street, Room 104, Salisbury, MD 21801, by fax at 410-548-3192, or via email at kreddersen@ci.salisbury.md.us.

Sealed Bids are due in the Office of the Assistant Director of Internal Services – Procurement Division, address above, Room 104, on Thursday, February 11, 2010 at 3:30 P.M. (local time), at which time and place they opened and read aloud. No late proposals will be accepted, but will be returned unopened.

All minority business enterprise contractors are encouraged to compete for the award of this work.

Karen D. Reddersen, CPPO, SPHR
Assistant Director of Internal Services
Procurement Division

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INSTRUCTIONS TO BIDDERS
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INSTRUCTIONS TO BIDDERS

1. **FILLING OUT BID FORMS**

- A. Use only forms supplied by the City.
- B. Make an original and one copy for submission. Each copy of the proposal shall be bound in a single volume. All documents submitted with the proposal shall be bound in that single volume.
- C. All blanks on the bid form shall be filled in by typewriter or manually in ink.
- D. Where so indicated by the make up of the bid form, sums shall be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words shall govern. In event there is a discrepancy between the unit price and the extended totals, the unit prices shall govern.
- E. Any interlineation, alteration, or erasure **MUST** be initialed by the signer of the Bid.
- F. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the bidder to a contract, using the legal name of the signer. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.
- G. Bidder shall supply all information and submittals required by the bid documents to constitute a proper and responsible bid.
- H. Any ambiguity in any bid as a result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and/or all conditions of bidding shall be construed in the light most favorable to the City of Salisbury.

2. **SUBMISSION OF BIDS**

- A. All copies of the Bid, the Bid Security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed envelope. The envelope shall be addressed to the Assistant Director of Internal Services – Procurement Division and shall be identified with the project name and the bidder's name and address. If the bid is sent by mail the sealed envelope shall be enclosed in a separate mailing envelope with the notation "**SEALED BID ENCLOSED**" on the face thereof.
- B. Bids shall be deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement or Invitation to Bid, or any extension made by Addendum. Bids received after the time and date for receipt of bids will be returned unopened.

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- C. Bidder shall assume full responsibility for taking whatever measures necessary to ensure that the bid reaches the Office of the Assistant Director of Internal Services - Procurement Division prior to the local time and date specified for receipt of bid. The City shall NOT BE RESPONSIBLE for any bid delayed in the postal or other delivery service nor any late bid, amendment, or request for withdrawal of bid, received after the bid date.
- D. Bidders or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so shall be at the bidder's own risk.
- E. A fully executed Affidavit of Qualification to Bid shall be attached to each bid.
- F. ALL MINORITY BUSINESS ENTERPRISE CONTRACTORS ARE ENCOURAGED TO BID.
- G. All proposals shall be valid for a minimum of sixty (60) days from the date of bid opening.

3. **OPENING OF BIDS**

- A. Bids received on time will be opened publicly and read aloud.
- B. The contract will be awarded or all bids will be rejected within sixty (60) days from the date of bid opening.

4. **ACCEPTANCE OR REJECTION OF BIDS**

- A. Unless otherwise specified, the contract shall be awarded to the most **RESPONSIBLE** and **RESPONSIVE** bidder complying with the provisions of the bid documents, provided the bid price is reasonable, does not exceed the funds available, and it is in the best interest of the City to accept it. The City reserves the right to reject the bid of any bidder who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a bid from a bidder who, investigation shows, is not in a position to perform the contract; or a bid from any person, firm, or corporation which is in arrears or in default to the City of Salisbury for any debt or contract.

In determining a bidder's **RESPONSIBILITY**, the City may consider the following qualifications, in addition to price:

- (1) Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities;
- (2) Character, integrity, reputation, experience and efficiency;

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- (3) Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability;
- (4) Previous and existing compliance with laws and ordinances relating to contracts with the City and to the bidder's employment practices;
- (5) Evidence of adequate insurance to comply with contract terms and conditions;
- (6) Statement of current work load and capacity;
- (7) Explanation of methods to be used in fulfilling the contract.

The bidder, if requested, shall be prepared to supply evidence of his qualifications, listed above, and his capacity to perform the work; such evidence to be supplied within a specified time and to the satisfaction of the City of Salisbury.

In determining a bidder's **RESPONSIVENESS**, the City shall consider whether the bid conforms in all material respects to the bid documents. The City reserves the right to waive any irregularities that may be in its best interest to do so.

- B. The City shall have the right to reject any and all bids, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the bids received, to reject a bid not accompanied by required bid security or other data required by the bidding documents, and to accept or reject any bid which deviates from specifications when in the best interest of the City. Irrespective of any of the foregoing, the City shall have the right to award the Contract in its own best interests.

5. **CONTRACT AWARD**

- A. A written award in the form of a Purchase Order or other contract document shall result in a binding Contract without further action by either party. If the accepted Bidder shall fail or refuse to sign and deliver this contract and the required surety bonds and insurance documentation, the City of Salisbury shall retain, as partial damages for such failure or refusal, the Bid Security of such defaulting bidder. Contract shall be executed by the successful bidder within fifteen (15) working days of receipt of Contract.
- B. Bids and contracts issued by the City of Salisbury shall bind bidders to applicable conditions and requirements herein set forth, unless otherwise specified in the bid documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.
- C. City of Salisbury personal property taxes must be on a current basis; if any such taxes are delinquent, they must be paid before award of contract. Failure to pay will result in the award of bid to another firm.

6. **MODIFICATION OR WITHDRAWAL OF BID**

A bid may not be modified, withdrawn or cancelled by the bidder during the stipulated time period following the time and date designated for the receipt of bids, and each bidder so agrees in submitting a bid.

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7. **DEFAULT**

The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. An award may then be made to the next low bidder, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting contractor (or his surety) shall be liable to the city for cost to the City in excess of the defaulted contract price.

8. **COLLUSION/FINANCIAL BENEFIT**

- A. The bidder certifies that his/her bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- B. Upon signing the bid, Bidder certifies that no member of the governing body of the City of Salisbury, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the City, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the Executive Officer or Council has received or has been promised, directly or indirectly, any financial benefit, related to this contract.

9. **TAX EXEMPTION**

The City of Salisbury is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and Transportation Taxes. This exemption cannot be used by Contractors doing business with the City of Salisbury. Contractors are responsible for State Sales Tax of real property furnished and installed or constructed for the City of Salisbury.

10. **EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION**

- A. All bidders are subject to and must comply with the applicable state and federal anti-discrimination laws. The city encourages equal opportunity to business owned and controlled by minorities and women.
- B. The successful Contractor shall not discriminate against any employee or applicant for employment or any member of the public because of race, color, creed, religion, national origin, sex, sexual preference, disability, marital status, age; or otherwise commit an unfair employment practice. Contractor further agrees that this non-discriminatory agreement shall be incorporated by the Firm in all contracts entered into with suppliers of commodities and services, contractor and subcontractor, and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

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11. **INDEMNITY**

- A. The successful Contractor agrees to indemnify, defend, and hold harmless the City of Salisbury and its officers, employees, and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them.
- B. Contractor further agrees to furnish adequate protection against damages to all work and to repair damages of any kind, to the building or equipment, due to contractor's own work or to the work of other contractors for which he or his workers are responsible.

12. **CONTRACTOR STATUS**

The Contractor shall be responsible to the City of Salisbury for acts and omissions of their employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under a Contract or other arrangement with the Contractor. It is understood that the relationship of Contractor to the City of Salisbury shall be that of an "independent contractor". Nothing contained herein shall be deemed or construed to (1) make the Contractor the agent, servant, or employee of the City of Salisbury, or (2) create any partnership, joint venture, or other association between the City of Salisbury and the Contractor.

13. **APPLICABLE LAWS**

Bidder/prospective Contractor shall observe and comply with all applicable federal, state, and local laws and regulations in the performance of the work. This contract shall be construed and interpreted in accordance with the laws of the State of Maryland and all questions of performance hereunder shall be determined in accordance with such laws.

14. **APPROVED SUBSTITUTE**

- A. Approved substitute pertains to those items of material and/or equipment which must meet the quality and the design requirements as specified. Any mention of product names or vendors in the specifications is for the purpose of establishing a standard of quality and/or design and is not intended to limit competition.
- B. When an item is identified in the bid documents by a manufacturer's name or catalog number, it is understood that the bidder proposes to furnish the material and/or equipment so identified and as specified by the City UNLESS the bidder specifically proposes an alternate.

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- C. In bidding on a proposed alternate, the bidder shall clearly state in writing on the bid exactly what is proposed to be furnished, and forward with the bid a complete description of the proposed alternate, including brand, model number, drawings, performance and test data, references and any other information necessary for a complete evaluation of the proposed alternate by the City.
- D. Bidder shall include a statement setting forth any changes in other materials, equipment, or other work which would be required by incorporation of the proposed alternate. The burden of proof of the merit of the proposed alternate is upon the bidder.
- E. The City's decision to approve or disapprove a proposed alternate shall be final and shall be made in the City's best judgment and interests.
- F. Bid submittals shall conform to these requirements for bidding ALTERNATES and, where applicable, shall include, but not necessarily be limited to, the following information:
 - 1. Exceptions to these specifications along with justification for each exception;
 - 2. Manufacturer and manufacturer's type designation;
 - 3. Manufacturer's catalog data confirming conformance to specified requirements;
 - 4. Overall dimensional data including drawings, sketches, and photographs;
 - 5. Performance data developed for the specific application;
 - 6. Parts list noting materials of construction;
 - 7. Complete list of locations where the manufacturer has supplied this equipment.

The list shall include the name and address of the respective owner, date of installation, and contact person and telephone number of the person who has knowledge of the equipment performance.

15. **ADDENDUM**

- A. No oral statements of any person shall modify or otherwise affect or interpret the meaning of the Contract Drawings, the Specifications, or the terms, conditions, or other portions of the Contract Documents. All modifications and every request for any interpretation must be addressed to the Assistant Director of Internal Services – Procurement Division, City of Salisbury, 125 N. Division Street, Room 104, Salisbury, Maryland 21801, and to be given consideration, must be received at the above address at least seven (7) days prior to the date fixed for the opening of bids.
- B. Any and all interpretations, corrections, revisions, and amendments shall be issued by the Procurement Division to all holders of proposal documents in the form of written addenda. Bidders are cautioned that any oral statements made by any City of Salisbury employee that materially change any portion of the bid documents shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
- C. All addenda shall be issued so as to be received at least five (5) days prior to the time set

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for receipt of proposals, and shall become part of the Contract Documents and shall be acknowledged in the proposal form. Failure of any Bidder to receive any such addenda shall not relieve said Bidder from any obligation under his Bid as submitted.

- D. Bidders are cautioned to refrain from including in their proposal any substitutions which are not confirmed by written addenda. To find out whether the City of Salisbury intends to issue an amendment reflecting an oral statement made by any employee, contact Karen D. Reddersen, Assistant Director of Internal Services – Procurement Division, at 410-548-3190 during normal business hours.
- E. The Assistant Director of Internal Services-Procurement Division reserves the right to postpone the bid opening for any major changes occurring in the 5-day interim which would otherwise necessitate an Addendum.

16. **CONTACTS**

Questions regarding the bidding documents or procedures should be referred to Karen D. Reddersen, Assistant Director of Internal Services – Procurement Division, 125 N. Division Street, Room 104, Salisbury, Maryland 21801, or by phone at 410-548-3190, during normal business hours, or fax at 410-548-3192, or via email at kreddersen@ci.salisbury.md.us.

17. **BID SECURITY**

- A. Each bid shall be accompanied by a bid bond, in a form and by a surety company approved by the City of Salisbury. The bond must be in an amount not less than five percent (5%) of the base bid(s). Certified or cashier's checks are acceptable in lieu of bid bond, subject to the same conditions. Bonds and checks shall be made payable to the CITY OF SALISBURY. AIA Bid Bond forms are acceptable.
- B. Return of Bid Security:
 - (1) All but the lowest three bidders' bid security shall be returned as soon as the bid prices have been checked and compared.
 - (2) At award of contract, the remaining two unsuccessful bidders' bid security will be returned.
 - (3) The bid security will be returned to the successful bidder upon execution of the Contract and Performance Bond.

18. **PERFORMANCE BOND**

The Contractor to whom the contract is awarded shall furnish a Performance, Labor and Materials Bond in a form and by a surety company approved by the City of Salisbury. The amount of the bond shall be one hundred percent (100%) of the Contract price. Bonds shall be made payable to the CITY OF SALISBURY. AIA Performance and Payment Bond forms are acceptable.

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19. **INSURANCE**

Unless otherwise required by Special Conditions for this Invitation to Bid, if a contract is awarded, the bidder will be required to purchase and maintain during the life of the contract the following types and amounts of insurance (at a minimum):

A. Comprehensive General Liability Insurance

- (1) Bodily Injury Liability Limit of \$1,000,000 each occurrence;
- (2) \$1,000,000 aggregate products and completed operations;
- (3) Property Damage Liability limits of \$1,000,000 each occurrence and \$2,000,000 aggregate with respect to those coverages subject to an aggregate limit.

ON ALL LIABILITY INSURANCE POLICIES, CITY OF SALISBURY, ITS EMPLOYEES, AND OFFICERS MUST BE NAMED AS ADDITIONAL INSURED, AND INSURANCE CERTIFICATES FURNISHED TO THE CITY SHALL INDICATE SUCH COVERAGE.

B. Comprehensive Automobile Liability Insurance

Bodily Injury Liability Limits of \$1,000,000 each person and \$1,000,000 each occurrence; and a Property Damage Liability Limit of \$1,000,000 each occurrence.

C. Worker's Compensation Insurance

Statutory coverage, including Employer's Liability coverage with a limit of at least \$500,000.

D. The bidders shall provide the City with certificates of insurance evidencing the coverages required above. Such certificates shall provide that the City be given at least thirty (30) days prior written notice of any cancellation of, intention to not renew, or material change in such coverage. Bidder must provide certificates of insurance before commencing work in connection with the contract.

D. THE PROVIDING OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE BIDDER OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE BIDDER IN THE CONTRACT AWARDED, OR FOR WHICH THE BIDDER MAY BE LIABLE BY LAW OR OTHERWISE.

E. Failure to provide and continue in force such insurance as required above, shall be deemed a material breach of the Contract, shall cause the Vendor to be in DEFAULT, and shall operate as an immediate termination thereof.

END OF SECTION

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1. **PURPOSE**

The purpose of this bid is to solicit bids from qualified firms to provide all materials, tools, equipment, trucks and labor necessary to dewater and remove solids, liquid and other contents from sludge tanks #1 and #3. The dewatering of the contents shall produce acceptable cake solids for highway transport as described herein.

Potential Bidders wishing to visit the can contact Dave Winslow, WWTP Superintendant, at 410-548-3180, or by email at dwinslow@ci.salisbury.md.us to schedule a site visit.

2. **TWO PART BID**

This project consists of cleanout of two above ground sludge containment structures, Tank #1 and Tank #3. Tank #1 is to be cleaned first. Prior to dewatering Tank #1, a sludge cake sample is required from Tank #3. Once the dewatering equipment is set up at Tank #1, the City will provide a tanker load of sludge from Tank #3. Contractor is to process this sludge until a suitable sample of sludge cake is produced. Once the sample has been collected, proceed with Tank #1 dewatering. This work shall be incidental to Bid Item 101. Clean out of Sludge Tank #1.

3. **SUBMITTAL**

Respondents shall submit price proposals describing the proposed means and methods and a projected schedule. Include in proposal the descriptions and operating parameters for equipment, sludge cake production rate and percent solids range, proposed working hours, and the proposed layout of equipment, power, water, and piping. Provide sample of daily work report. Sludge dewatering equipment and methods shall be proven systems with demonstrated success in at least three previous projects. Provide estimated sludge cake production rates in proposal for the proposed equipment. In the event that dewatering operations are interrupted, identify the time period required to resume operations when contacted by the City. Also identify time required to remobilize if required by the City.

4. **WORK REQUIRED**

Contractor shall provide all resources required to dewater the sludge tank contents to a minimum of 26% solids and pass the paint filter test with no free water draining from the filter. Provide copy of all total % solids test results used to manage performance, and provide a minimum of three % solids tests per truck load and one paint filter test per truck load. A reduction in quality control tests may be requested to a minimum of one % solids test per truck load once dewatering performance and stability has been demonstrated to the satisfaction of the WWTP Superintendent. Record loaded and empty weight for each load. Transport the sludge to the sludge storage building on the Wastewater Treatment Facility site. Filtrate shall be pumped to Recycle Sludge Tank #4. Contractor shall utilize methods that do not produce excessive odors. Where road crossings are required for piping, Contractor shall protect piping and provide vehicle passage over the piping to avoid road closure. Remove all liquid and other contents from sludge storage tanks.

Sludge cake collection and transport to the sludge storage building shall be performed by the Contractor. Provide a minimum of two dump trucks suitable for dumping the sludge in the storage

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building. Ceiling height clearance in the sludge storage building is 14 feet. City has successfully used a Class C 5 yard dump truck in the building. Ensure that truck drivers are trained to lower dump before exiting the building.

Piping from the sludge holding tanks to the filtrate disposal tank exists; this piping is used for decanting purposes and must be available to the City after normal working hours whenever accumulated rainfall must be removed. During normal dewatering hours it will be made available to the Contractor for filtrate pumping. The decant piping is approximately 950 feet long and is four inch diameter PVC pipe. The standpipe is located between the two sludge tanks near the north fence, is fitted with a hose connection, and can be seen during the site visit.

5. **MEASUREMENT OF SLUDGE CAKE PRODUCED**

Contractor may provide on grade truck scales or on board truck scales for measurement of the sludge cake weight. Weight reports must be legible whether automated or manually recorded. Scales shall be accurate within 3%. On grade truck scales shall be calibrated after installation and as often as recommended by the manufacturer. On board truck scale accuracy shall be demonstrated by transporting a load of sand or gravel material, provided by the City, to the Wicomico County Landfill Scale at the beginning of sludge removal operations and again approximately half way thru the removal of the sludge tank contents of Tank #1. Also a demonstration will be required during any remobilizations or at two month intervals if required by the City.

6. **FILTRATE RESTRICTIONS**

Filtrate shall be clear liquid from a dewatering process with a minimum of 95% capture rate. Filtrate limits are 300 ppm total dissolved solids, 500 mg/l BOD, and 150 mg/l NH₃. If filtrate return to the WWTP results in unacceptable loading rates for the Enhanced Nutrient Removal WWTP process resulting in potential negative impact on the effluent limits, then adjustments to the process must be made. The WWTP Superintendent shall be the sole judge as to the acceptability of the filtrate for return to the WWTP process. Failure to achieve adequate filtrate quality may result in termination of the contract. Efforts to achieve filtrate limits shall be incidental to the project bid items.

7. **RECORDS AND REPORTS**

Contractor shall prepare daily reports identifying equipment in use, flow rates and total solids of dewatering system influent, sludge cake produced each day by truck load, net weight of each truck load, % solids of each truck load, and calculated dry tons per truck load. Truck load weight reports shall show weight before and after loading.

8. **SITE DESCRIPTION AND EQUIPMENT PLACEMENT**

8.1 **Sludge Tank #1**

Tank #1 is a 500,000 gallon above ground structure manufactured by Modutank; the supporting structure is galvanized steel with a rubber liner on a sand bed. This tank is located on the north by northeast corner of the Wastewater Treatment Facility property. It contains Class B lime and potassium hydroxide stabilized septage, septage debris, and grease. The purpose of this project is

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to cleanout this tank by dewatering the contents to acceptable cake solids for highway transport, and transporting the cake solids to the sludge storage building; the septage receiving facility is no longer in service. This sludge will be transported to the City Landfill by City Forces. Do not transfer any sludge from Tank #1 to Tank #3. Since weather conditions may delay sludge transport to the landfill, there may be an idle or shut down period if the sludge storage building capacity is exceeded. Dry tons of sludge expected is unknown. Amounts listed on Form of Proposal are estimates only. Actual amounts may be more or less.

8.1.A Sludge Tank #1 is approximately 60 feet wide on east and west sides and 250 feet long on north and south sides; liquid depth is approximately four feet. This structure is bound on the north by the WWTP property line and on the south by a WWTP driveway each about 15 feet from the lagoon walls. Sludge Tank #3 is approximately 30 feet from the east wall of Sludge Tank #1. On the West Side of Sludge Tank #1 is a parking lot approximately 54' X 86'; the eastern most half of the parking lot is available to the contractor as is the grass perimeter around the lagoon. Partial access to the paved driveway may be approved depending on other activities on site at the time of mobilization.

8.2 Sludge Tank #3

Tank #3 is a 2,000,000 gallon above ground structure manufactured by Modutank; the supporting structure is galvanized steel on a concrete support ring wall with a rubber liner on a sand bed. This tank contains Class B anaerobically digested, a small amount of Class B lime and potassium hydroxide stabilized septage, plant growth, and possibly foreign objects such as golf balls and baseballs from the adjacent park. This tank is located in the northeast corner of the Wastewater Treatment Facility property. The purpose of this project is to cleanout this tank by dewatering the contents to acceptable cake solids for highway transport, and transporting the cake solids to the sludge storage building. This work will be scheduled during the fall (August to November 2010) application period, so that sludge cake can be transported to a tree farm by City Forces. Due to sludge storage, transport, and weather limitations the project may require remobilization the following season. The sludge storage facility is limited to approximately 1000 cubic yards. Tree Farm transportation rate will vary from 36 to 72 cubic yards per day. Approximately 50 hauling days are anticipated during the fall season. Since this cake sludge will be applied by manure spreader to a tree farm, the cake sludge must contain no large unsightly objects; this sludge must be chopped up prior to dewatering. Dry tons of sludge expected is unknown. Amounts listed on Form of Proposal are estimates only. Actual amounts may be more or less.

8.2.A This structure is approximately 215' by 215' and the liquid depth is about 5 ½ feet. It is situated in the northeast corner of the WWTP Site. All four sides have some access

8.3 Site Access

Site access is available through an automatic gate. Access provisions will be discussed during the preconstruction meeting. The City will allow Dawn to Dusk operations, 7 days a week, operations.

8.4 Electrical Power

Contractor is required to provide a portable generator to meet contractor's needs. No additional pay item is allowed for the generator.

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8.5 Water Supply and Sanitation

Non-Potable water is available from a 1 ½” yard hydrant at the west side of the septage facility and from a 1 ½” yard hydrant about 80 feet south of the east end of Sludge Tank #1. Water supply piping to equipment and suitable road crossing protection is the Contractor’s responsibility. Contractor should provide drinking water from off site sources. Contractor shall provide sanitation facilities for crew.

8.6 Utility Locates

Should ground penetration be required, utility locates must be conducted before excavation in accordance with State and Local laws and regulations.

8.7 Other Contractors

Other contractors may be on site during this project, and chemical delivery tankers unload in the area. Note that sludge cake transport to the sludge storage building may result in traffic rerouting depending on activities of other contractors.

8.8 Security

All buildings, structures and related equipment are off limits to the Contractor. The Contractor is responsible for providing portable toilet facilities for this project.

9. **SANITARY SEWER OVERFLOW PREVENTION PLAN**

The City of Salisbury is committed to prevention of sanitary sewer overflows and spills by proactive management of construction contracts and operations. Prior to mobilization Contractor shall submit a plan for the containment, set up, handling, and operation of the equipment and hoses to prevent wastewater spills. The plan shall include inspection and removal of defective hoses and equipment and appropriate training of all contractor personnel. During shut down periods, clean and drain equipment to the extent required to protect against a sanitary sewer overflow. The plan shall address protection of the existing sludge tank liner and support structure to prevent leakage from the lagoon during the dewatering project. Emergency response plans in the event of a spill shall be included. No work may proceed until the plan is approved by the WWTP Superintendent. Failure to proactively prevent SSO events may result in termination of contract.

10. **WORKSITE SAFETY PLAN**

10.1 The City of Salisbury is committed to jobsite safety. Contractor shall submit a safety plan addressing general work site safety practices and specific hazards of this project. Vehicle speeds on site are posted, and Contractor’s safety plan shall address adherence to these speed limits. No work may proceed until the plan is approved by the WWTB Residuals and Risk Management Coordinator. Provide emergency contact information for field supervisor and project manager. See Appendix A, Contractor Work Safety Permit. Failure to proactively manage job site safety may result in contract termination.

10.2 Contractor shall use extreme caution not to damage integrity of sludge tanks and, at all times, practice spill prevention. In the event of a spill, caused by negligence of the Contractor, the Contractor is responsible for all costs related to such spill.

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10.3 Contractor's personnel shall be fully trained and licensed, as required, to operate any equipment, or vehicle, used in the performance of this work.

11. **BID ITEM DESCRIPTIONS**

101. Clean Out Sludge Tank #1, per Dry Ton.

Provide all materials, tools, equipment, trucks, and manpower to dewater and remove solids, liquid, and other contents from Sludge Tank # 1. Dewater sufficiently to meet road transport requirements, generally producing a sludge cake of a minimum of 26%, and meeting the paint filter leakage test with no free water. Transport Sludge to the sludge holding building. Initial mobilization and final demobilization is included in this price.

102. Temporary Shut Down for Tank #1, Price per Day.

It is anticipated that sludge production could exceed the allowable off site sludge disposal rate due to weather conditions, transportation issues, or disposal site issues. When directed by the City, Contractor shall discontinue sludge production and leave equipment in position until recalled by the City. Partial work days are not eligible for payment under this bid item. Payment for this item ends when given notice by the City to resume dewatering operations.

103. Mobilization and Demobilization, Lump Sum.

If, for the convenience of the City, an extended shut down period is needed, all sludge production is to cease. Unless directed to remove all equipment from the site the contractor may store the equipment on site at locations approved by the WWTP Superintendent. No payment will be made for equipment left on site, and the City takes no responsibility for the equipment. Clean and drain equipment to the extent required to protect against a sanitary sewer overflow. If lagoon structure has been modified by Contractor, then stabilize structure to prevent sewer overflows to the satisfaction of the City.

201. Dewater Sludge Tank #3, per Dry Ton.

Provide all materials, tools, equipment, trucks, and manpower to dewater and remove solids, liquid, and other contents from Sludge Tank #3, generally producing a sludge cake of a minimum of 26%, and meeting the paint filter leakage test. Measure sludge cake volume and transport sludge cake to the sludge holding building. During shut down periods clean and drain equipment to the extent required to protect against a sanitary sewer overflow. Initial and final mobilization is included in this price.

202. Temporary Shut Down Tank # 3, Price per Day.

It is anticipated that sludge production could exceed the allowable off site sludge disposal rate due to weather conditions, transportation issues, or disposal site issues. When directed by the City, Contractor shall discontinue sludge production and leave equipment in position until recalled by the City. Partial work days are not eligible for payment under this bid item. Payment for this item ends when given notice by the City to resume dewatering operations.

203. Mobilization and Demobilization Tank # 3, Lump Sum.

If for the convenience of the City an extended shut down period is needed, all sludge production is to cease. Unless directed to remove all equipment from the site the contractor may store the equipment on site at locations approved by the WWTP Superintendent. No payment will be made for equipment left on site, and the City takes no responsibility for the equipment. Clean and drain

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equipment to the extent required to protect against a sanitary sewer overflow. If lagoon structure has been modified by Contractor, then stabilize structure to prevent sewer overflows to the satisfaction of the City.

12. **PROJECT TIMELINE**

The City anticipates a project start date for Tank #1 in May 2010, as soon as spring rains have decreased enough to permit consistent landfill access. Tank #3 anticipated start date is August 2010. Project completion is expected to be no later than November 30, 2010.

13. **CONTRACTOR ELIGIBILITY**

Contractor shall be licensed in the State of Maryland.

END OF SECTION

**THIS AND PRECEEDING SECTIONS DO NOT NEED TO BE RETURNED WITH BID
SUBMITTAL.**

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Assistant Director of Internal Services–Procurement Division
City of Salisbury
Government Office Building
Room 104
Salisbury, Maryland 21801

To Whom it may concern:

We hereby submit our bid for SLUDGE TANK CLEANOUT as described in the bid documents.

Having carefully examined the bid documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our firm for award of the referenced contract.

*Quantities are estimates. Actual quantities may be more or less.

ITEM	DESCRIPTION	QTY	UM	UNIT COST	TOTAL COST
101.	Clean Out Sludge Tank #1, per Dry Ton.	340	DT	\$	\$
102.	Temporary Shut Down for Tank#1, Price per Day.	30	DY	\$	\$
103.	Mobilization and Demobilization, Lump Sum	1	LS		\$
	Total Tank #1, Items 101-103				\$
201.	Clean Out Sludge Tank #3, per Dry Ton.	1200	DT	\$	\$
202.	Temporary Shut Down Tank #3, Price per Day.	60	DY	\$	\$
203.	Mobilization and Demobilization Tank #3, Lump Sum.	1	LS		\$
	Total Items 201-203				\$
	Total All Items 101-203				

(TOTAL ITEMS 101-103 Written)

(TOTAL ITEMS 201-203 Written)

(TOTAL ALL ITEMS 101-203 Written)

Number of days to resume operations

Number of days to remobilize

Sign for Identification

Name, Printed

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MEANS AND METHODS

Bidder to use this page to describe the proposed means and methods, and propose schedule. Proposal to include the descriptions and operating parameters for equipment, sludge cake production rate and percent solids range (Scope of Work Item 3). Include sample of daily work report.

Bidder to state whether they are going to use on grade truck scales or on board truck scales and make and model of such scales (Scope of Work Item 5).

Bidder may use attachment if additional space is required.

Sign for Identification

Name Printed

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REFERENCES AND EXCEPTIONS

References: List three (3) references for work successfully completed in the last 12-36 months. Include contact name, address, telephone number and services performed.

Company Name:		Company Name:	
Type of Project:		Type of Project:	
Address:		Address:	
City, State, Zip Code:		City, State, Zip Code:	
Contact Person:		Contact Person:	
Telephone Number:		Telephone Number:	
Date of Service:		Date of Service:	
Company Name:			
Type of Project:			
Address:			
City, State, Zip Code:			
Contact Person:			
Telephone Number:			
Date of Service:			

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Bid covers all items as specified.

EXCEPTIONS:

(If none, write NONE) _____

THE BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA.

<u>Number</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

 Sign for Identification

 Name, Printed

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INDIVIDUAL PRINCIPAL

Firm Name: _____

Signed By: _____ In the presence of: _____

Address of Firm: _____ City, State, Zip _____

Telephone No.: _____ Fax: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ City, State, Zip _____

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____
Partner Witness

Signed By: _____ In the presence of: _____
Partner Witness

Signed By: _____ In the presence of: _____
Partner Witness

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ City, State, Zip _____

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____
President Witness

Attest: _____
Corporate Secretary

Affix Corporate Seal

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CONTRACTOR'S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

1. I, _____ (Name, Printed) am the
_____ (title) and the duly authorized representative of
the firm of _____ (name of corporation)
whose address is

and that I possess the legal authority to make this affidavit on behalf of myself and the
firm for which I am acting.

2. Except as described in paragraph 3 below, neither I nor the above firm, nor to the
best of my knowledge and of its officers, directors or partners, or any of its employees
directly involved in obtaining contracts with the State or any county, bi-county or multi-
county agency, or subdivision of the State have been convicted of, or have pleaded nolo-
contendere to a charge of, or have during the course of an official investigation or other
proceeding admitted in writing or under oath acts or omissions which constitute bribery,
attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the
Annotated Code of Maryland or under the laws of any state or federal government
(conduct prior to July 1, 1977 is not required to be reported).

3. (State "none" or, as appropriate, list any conviction, plea or admission described in
paragraph 2 above, with the date, court, official or administrative body, the individuals
involved and their position with the firm, and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the City of Salisbury, I
acknowledge that, if the representations set forth in this affidavit are not true and correct,
the City of Salisbury may terminate any contract awarded and take any other appropriate
action. I further acknowledge that I am executing this affidavit in compliance with
section 16D of Article 78A of the Annotated Code of Maryland, which provides that
certain persons who have been convicted of or have admitted to bribery, attempted
bribery or conspiracy to bribe may be disqualified, either by operation of law or after a
hearing, from entering into contracts with the State or any of its agencies or
subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this
affidavit are true and correct.

Sign for Identification

Name, Printed

FORM OF PROPOSAL
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NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Offeror that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements on the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____ Witness	By: _____ Signature
_____ Witness	_____ Name, Printed
	_____ Title

Appendix A

Contractor Safety Work Permit

Contractor					
Project Description					
Location					
Start Date		Completion Date		Review Date	
Contractor Safety Officer	Name:			Phone #	
Contractor Insurance Reviewed	YES / NO			Date:	
Contractor Site Specific Safety Plan Reviewed	YES / NO			Date:	
Permit Prepared By:	Printed:			Date:	
Permit Approved By:	Signed:			Date:	
Check if Project Involves	YES	NO	Initial / After Review of Contractor Safety Procedures		
			Completed	Comments	
Hot Work - Welding, etc					
Electrical Systems					
Rigging or Heavy Lifting					
Elevated Work					
Confined Space Entry					
Hazardous Chemicals					
Ladders / Scaffolds					
Powered Industrial Trucks					
Respirators					
Roof Work					
Systems Covered BY PSM/RMP					
Structural Work					
Other Work					
Notes & Updates					

Contractor Safety Work Permit (continued)

Hazardous Chemical/Substance Notification

Contractor must follow the OSHA Hazard Communication Standard requirements including use safe handling and storage of chemicals. Contractors are required to inform -the-Company of all hazardous substances which may be brought on to (company) property, including providing the most current Material Safety Data Sheet for each substance. All spills and leaks of hazardous chemicals must be immediately reported to the (Company) Safety Manager

Welding & Hot-Work Permit Program

All hot work and welding operations must be conducted under the control of a Hot Work Permit that has been pre-approved by the City of Salisbury.

Confined Space Entry

Contractor employees are not authorized to enter any confined spaces on all City of Salisbury property unless specifically required by the service or construction contract.

Work at Elevated Locations

Required fall protection equipment shall be used by all contractor employees when working at elevated locations.

Other Policies and Procedures

All contractor employees shall adhere to all other City of Salisbury policies, including but not limited to: access to company facilities, company equipment, use of controlled substances, firearm & explosive restrictions, harassment of other persons, traffic and parking regulations.

Contractor Certification:

As an authorized representative of _____ (contractor), I certify that the information that I have provided, as noted in this safety permit document, is true and

accurate to the best of my knowledge. The Contractor further agrees to abide by the Contractor's *site specific safety plan*, the safety policies of the City of Salisbury and related Federal OSHA, or State of Maryland safety regulations.

Contractor's Name: (Printed)

Contractor's Signature: _____ Date:



