

INSTRUCTIONS TO BIDDERS: This Proposal shall be legibly prepared with ink. UNIT PRICES, and LUMP SUM BIDS when called for on the itemized bid sheet, shall be entered with ink, in the Unit Price column. The unit prices as stated will govern in determining the correct total of bid. If a unit price already entered by the bidder on the bid sheet is to be altered, it shall be crossed out with ink, the new unit price entered above or below it and initialed by the bidder, also with ink. Proposals with any unit price prepared with pencil or omitted will be rejected. Failure to fill in the extensions and the total may invalidate the Proposal.

BOARD OF PUBLIC WORKS
OF THE COUNTY OF ST. CLAIR
PROPOSAL
FOR
REMOVAL OF BIOSOLIDS FROM THE
WASTEWATER TREATMENT FACILITY
LOCATED AT 451 STATE STREET, ALGONAC, MICHIGAN

BIDS WILL BE OPENED AT 1:00 p.m., local prevailing time, WEDNESDAY, MARCH 13, 2019.

TO: Board of Public Works of the County of St. Clair
21 Airport Drive
St. Clair, MI 48079

Sirs: The undersigned has examined the plans, specifications and the requirements for the materials to be supplied described herein and is fully informed as to the nature of the work and the conditions relating to its performance and understands that the quantities shown are approximate only and are subject to either increase or decrease.

The undersigned hereby proposes to furnish all necessary labor, machinery, tools, apparatus and other means to meet the requirements to remove Biosolids from the wastewater treatment facility, do all the work, furnish all the materials except as otherwise specified herein, and, for the unit prices named in the itemized bid, to complete the work herein described.

The undersigned further proposes to do such extra work as may be authorized by the Department of Public Works, prices for which are not included in the itemized bid. If not covered by the unit prices under the bid, compensation shall be made on the basis agreed upon before such extra work is begun.

The contractor is to complete and submit the attached BIDDER INFORMATION SHEET and the SUMMARY OF EXPERIENCE as part of their proposal to be an eligible bidder. If the contractor has two (2) or more years of experience with the St. Clair County Department of Public Works, they may omit this requirement.

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PROTECTION AND RESTORATION OF PROPERTY

The contractor shall restore, at their own expense, any public or private property damaged or injured in consequence of any act or omission on their part or on the part of their employees or agents to a condition similar and equal to that existing before such damage or injury was done. If the contractor neglects to repair or make restorations the Managing Director may, after 48 hours notice to the contractor, proceed to make such repairs or restorations and will deduct the cost thereof from any monies that are or may become due to the contractor.

CONTRACTOR'S RESPONSIBILITY FOR WORK

The contractor shall be responsible for any and all damages that the work may sustain prior to its acceptance and shall rebuild, repair, restore and make good, at their own expense, all injuries and damages to any portion of the work by the action of the elements or from any cause whatsoever prior to its acceptance.

UTILITIES

It shall be the responsibility of the contractor to protect utilities at all times which are shown on the plans, designated by the engineer or encountered during the contract.

The contractor shall notify the owners of the utilities as to their starting date of construction, and the contractor shall conduct their operations so as to interfere as little as possible with utilities or any public authority on or near the work.

FAIR EMPLOYMENT PRACTICES

The contractor agrees that they will not discriminate against any employee or applicant for employment, to be employed in the performance of this contract with respect to their hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of their age, except when based on a bona fide occupation qualification, or because of their race, color, religion, national origin, ancestry, sex, weight, marital status, veteran status or handicap unrelated to the ability to perform the duties of a particular job. (Act. No. 251 P.A. 1955, as amended).

MEASUREMENTS AND PAYMENTS

Payment for Idle Equipment and Labor

In the event that machinery or equipment is idled due to the failure of the Department of Public Works to properly provide for the contractor to proceed with the performance of the

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work in accordance with the terms of the contract, payment WILL NOT be allowed on a rental basis of the idle equipment.

In the event that labor is idled due to the failure of the Department of Public Works to properly provide for the contractor to proceed with the performance of the work within the terms of their contract, payment WILL NOT be allowed.

COMPLETED WORK

Partial payments will be made monthly on the basis of the value of work completed to date, less the percentage retained, providing the work is progressing in accordance with the progress schedule.

DAMAGE LIABILITY AND INSURANCE

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the St. Clair County Department of Public Works, its Commissioners, officers, directors, employees and agents from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees, arising out of or resulting from the performance of this Contract including claims, damages, losses, and expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the fault, negligent acts, or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the parties indemnified hereunder. This obligation does not include an obligation to indemnify the parties indemnified hereunder for their sole negligence and shall not be construed to negate or modify other rights or obligations of indemnity that otherwise exist as to the parties or persons described herein.

The contractor shall, prior to execution of the contract, file with the Department of Public Works a certificate that they carry Worker's Compensation Insurance which the Contractor will keep in force for the duration of the contract.

The Contractor, prior to execution of the contract, shall file with the Department of Public Works copies of completed certificates of insurance, as evidence that they carry adequate insurance satisfactory to the Department of Public Works, to afford protection against all claims for damages to public or private property, and injuries to persons arising out of the work, and where specified in the proposal, similar insurance to protect the owner of premises on or near where construction operations are to be performed.

All insurance policies and certificates must name the St. Clair County Department of Public Works, its Commissioners, officers, directors, employees and agents as additional insured. A blanket additional insured endorsement must be attached (which may also include the Contractor's Xtend endorsement).

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All insurance policies must also include an endorsement providing 30 days prior written notice to the Department of Public Works of cancellation, termination, nonrenewal or reduction of coverage. The Contractor shall cease operation on the occurrence of any such cancellation, termination, nonrenewal or reduction of coverage, and shall not resume operations until new insurance is in force.

General Liability

Unless otherwise specifically required by special provisions in the proposal, the minimum limits of property damage and bodily injury liability covering each contract shall be:

Bodily Injury and	\$1,000,000 Each Occurrence
Property Damage	\$1,000,000 Aggregate

Such insurance shall include, but not be limited to, coverage for: (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapses or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work or building moving or demolition.

Owners Protective Liability

As an alternative to General Liability, you may provide Owner's Protective Liability. Bodily injury and property damage protection shall be extended to the Department of Public Works; and, where indicated by the identity of the contracting parties, the protection shall be extended to all participating political subdivision and political corporations.

Automobile Liability

Unless otherwise specifically required by special provisions in the proposal, the minimum limits of property damage and bodily injury liability covering each contract shall be:

Bodily Injury and Property Damage	\$1,000,000 per Accident
Michigan No-Fault	-
	Personal Injury Protection
	Property Protection Indemnity

BIOSOLIDS LOADING AND TRANSPORT

Bidder will provide the necessary labor and equipment to efficiently and safely pump Biosolids from the St. Clair County Wastewater Treatment Facility for the St. Clair County Department of Public Works, hereinafter referred to as the "Owner", load Biosolids into transport vehicles, transport the Biosolids to MDNRE approved application sites, and finally to land apply the Biosolids to suitable farmland sites in accordance with federal, state and local regulations. The bidder shall utilize watertight transportation vehicles to prevent any leakage.

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LAND APPLICATION OF BIOSOLIDS

The bidder will provide the labor and equipment to properly apply the Biosolids to suitable application sites at agronomic rates in accordance with all applicable federal, state and local regulations. The Biosolids will be subsurface injected using sewage sludge applicators equipped with a pressure/vacuum application system. Land application of Biosolids shall be in compliance with the Owner's Residuals Management Plan.

DETERMINATION OF QUANTITY REMOVED

The bidder shall provide the Owner a duplicate copy of load sheets, which detail the following items:

- Date of removal
- Time the applicator loaded in the field
- Applicator identification number
- Entity owner and operator name
- Gallons of Biosolids applied from the applicator
- Farmer name and approved field identification number and the number of acres acceptable for use in the field
- Number of acres accepting Biosolids

One copy of the load sheet(s) will stay with the Owner's plant manager and the other will remain with the Bidder. The quantity of Biosolids loaded on a vehicle will be recorded as the certified capacity of the vehicle, or a quantity that is mutually agreed upon by the Bidder and the Owner.

AGRONOMIC SERVICES

The bidder will provide agronomic management services that include the location of suitable farmland application sites. Application sites will meet the requirements for land application in accordance with the Owner's Residuals Management Plan, and applicable federal, state and local regulations for the use and disposal of Biosolids. Proposed farmland application sites shall be properly documented, and at a minimum shall include the following:

- Landowner agreement form
- Soil analyses and fertilizer recommendations for proposed crop
- Field application form for proposed sludge application rates
- Plat maps indicating location and ownership of property
- Overhead map indicating application areas
- Overhead soil survey map indicating soil types, slope and drainage class
- Other relative sludge analyses, soil analyses or cropping information

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REGULATORY REPORTS

The Bidder shall complete all required federal or state reports applicable to the Biosolids land application program. These records shall be maintained by the Bidder as required by federal, state and local regulations and shall be provided to the Owner. A copy of the completed MDNRE Biosolids Annual Report shall be provided to the Owner by October 1st of each year.

LABORATORY ANALYSES AND PERMITS

The Bidder is responsible to provide laboratory analyses for all parameters required by the Residuals Management Program (RMP) as defined by the State of Michigan. This includes but is not limited to analyses such as total metals, nutrients and Fecal Coliform, on the Biosolids samples prior to land application. The Bidder will be responsible for all routine soil fertility analyses associated with land application of the Owner's Biosolids.

HEALTH AND SAFETY

The Bidder shall comply with the federal, state and local laws and regulations and take any needed actions to protect the life and health of employees on the job and the safety of the public and to protect property and the waters of the state during the performance of their duties.

INGRESS AND EGRESS

The Owner will allow ingress and egress to the Bidder to facilitate the removal of Biosolids from the facilities and land application and should include like areas, gates and access roadways, and access to on-site fields as applicable. Roadways shall accommodate repetitive equipment traffic.

BIOSOLIDS TENDER

The Owner shall tender all Biosolids to the Bidder that are currently stored at the Owner's wastewater treatment facility and are suitable for land application on agricultural land as specified. The Bidder shall not be held responsible for disposal of non-biosolids residuals in the event these types of materials are encountered, including but not limited to: cattails, piping, wood, gravel, sand, stone, liners, or metal debris. The Owner shall provide a suitable area for tanker clean out and disposal of these materials, which may accumulate in tankers.

DIGESTER OR TANK CLEANING

At the request of the Owner, the Bidder may provide confined space Digester or Tank cleaning services to remove accumulated Biosolids for subsequent land application. The Owner shall provide for all required cleaning water at no cost to the Bidder. Any material removed under this confined space option shall be billed at the appropriate hourly rate plus the stated unit rate per gallon for land application of the Biosolids.

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RELATIVE KNOWLEDGE

The Owner shall provide all necessary information to the Bidder relative to the generation and composition of the Biosolids that are to be land applied.

BIOSOLIDS QUALITY

The Owner shall provide high quality, non-hazardous, stabilized Biosolids to the Bidder that are acceptable for land application and that meets the minimum PSRP (Class B) treatment criteria for pathogen reduction requirements. If laboratory analyses indicate otherwise, the Owner recognizes that alternate dewatering and disposal techniques will be necessary at additional cost.

VALID PERMITS

The Owner will be responsible for, and maintain, all required federal, state and local Biosolids management permits (i.e., MDNRE RMP, Michigan general permit, US-EPA NPDES permit) as required by federal, state and local regulations. The Bidder shall not be responsible for the MDNRE imposed annual Biosolids land application fee.

MUTUAL EXTENSION CLAUSE:

This bid, by mutual agreement of both parties, may be extended for a one-year or a two-year period, not to exceed a maximum of two additional years. The Department of Public Works has the right to reject a third year extension based on an unsatisfactory contractor evaluation. Jointly awarded bids will not be considered for extension. Requests for contract extensions must be in writing and received by the Department of Public Works no later than November 30th of each year.

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Sealed bids will be received at the office of the Board of Public Works of the County of St. Clair, 21 Airport Drive, St. Clair, MI, 48079, until 1:00 p.m., local prevailing time, WEDNESDAY, MARCH 13, 2019 for the following:

Biosolids application will be paid on a Gallon Basis. Class B Bio-Solids are produced. Equal volumes of samples will be taken once per truckload, at approximately mid-fill, then composited for a daily average of % Total Solids. The projected quantity of Biosolids produced is 1.2 MG. Expected % Total Solids based on historical data will be 8 – 9%.

Please submit on this form the price per gallon. No portal to portal (travel time) will be paid. Quantities and hours are not guaranteed. The contractor agrees to all specifications and requirements set forth in the bid document.

LOADING, HAULING & LAND APPLICATION – Unit Price per Gallon \$ _____/Gallon
Estimated quantity: 260 Dry Tons

ANALYTICAL TESTING – Unit Price Per Hauling Event \$ _____/Event

DIGESTER/TANK CLEANING CONFINED SPACE WORK
– Unit Price per Hour \$ _____/Hour

RIGHT TO REJECT:

The Department of Public Works may award bids in whole or parts thereof, reserve the right to reject any and all proposals, waive irregularities in any bid and make award in any manner deemed in the best interest of the Department of Public Works

ALL PROPOSALS MUST BE SIGNED BY A PERSON AUTHORIZED TO BIND THE COMPANY TO ITS CONTENTS. THIS PROPOSAL IS BINDING ON THE COMPANY SUBMITTING THE PROPOSAL FOR A PERIOD OF 30 DAYS AFTER THE DUE DATE FOR SUBMISSIONS AND MAY NOT BE WITHDRAWN FOR ANY REASON DURING SUCH 30 DAY PERIOD. IN THE EVENT A COMPANY SUBMITTING A PROPOSAL ATTEMPTS TO WITHDRAW IT DURING THE 30 DAY PERIOD AND WOULD BE THE SUCCESSFUL BIDDER OR IF A COMPANY REFUSES TO HONOR ITS BID AFTER AWARD BY THE ROAD COMMISSION, IN SUCH EVENT, THE COMPANY WILL BE RESPONSIBLE FOR ANY INCREASED COST INCURRED BY THE ROAD COMMISSION DUE TO REBIDDING OR AN AWARD AT A HIGHER PRICE. IF PROVIDED, ROAD COMMISSION PROPOSAL FORMS MUST BE USED. ANY ALTERATIONS TO THIS FORM WILL RENDER THE PROPOSAL VOID. IF ADDITIONAL OR CHANGED INFORMATION IS NEEDED, IT MUST BE DONE USING AN ATTACHED SHEET AND MARKED AS SUCH.

Name: _____
(Signature)

Company Name: _____

Name: _____
(Typed or Printed)

Address: _____

Title: _____

Telephone: _____

E-mail Address: _____

Fax Number: _____

Date: _____