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Covington Public Works



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February 1, 1991

Ms. Carol Hewlett
MTAS Library
University of Tennessee
600 Hemley Suite 120
Knoxville, Tennessee 37996-4105

Dear Ms. Hewlett:

Enclosed is a copy of our current contract for sludge disposal as you requested. If you should need more information, please contact me at 901-476-9531.

Sincerely,

Harvey Wilson

enclosure

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FREE / CITY OF COVINGTON

CONTRACT DOCUMENTS
FOR
DISPOSAL OF TREATED SOLID WASTE
COVINGTON, TENNESSEE

Prepared by:
Covington Public Works
300 South College St.
Covington, Tn. 38019
(901)476-9531

INSTRUCTIONS FOR BIDDERS

1. DEFINED TERMS

Terms used in these Instructions for Bidders are defined in the General Conditions. The term "Successful Bidder" means the professional bidder that agrees to meet the Owner's specifications at the lowest total price.

2. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, and performance of the Work (c) familiarize himself with federal, state and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

3. INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to the Plant Manager.

4. CONTRACT TIME

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the agreement.

5. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Owner and Plant Manager and their agents and employees from and against all claims, damages, losses and expenses including but not limited to attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of Contractor, anyone directly or

indirectly employed by contractor may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6. ADMINISTRATION

The administration and enforcement of this Contract shall be the responsibility of the Publics Works Director or his designated representative, or representatives. It shall be the responsibility of the Public Works Director to approve any communication to citizens regarding the service under this contract.

7. BID FORM

8.1. The bid Form is attached hereto; additional copies may be obtained from Plant Manager.

8.2. Bid Forms must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

8.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

8.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

8.5. All names must be typed or printed below the signature.

8. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope, marked:

Project Title

Bidder's name and address

If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a

separate envelope with the notation "BID ENCLOSED" on the face thereof.

9. MODIFICATION AND WITHDRAWAL OF BIDS

10.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

10.2. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid. Thereafter, that Bidder will be disqualified from further bidding on the Work.

10. OPENING OF BIDS

Bids will be opened publicly and will be read aloud. An abstract of the amounts of the base Bids and major alternates (if any) will be made available after the openings of Bids.

11. BIDS TO REMAIN OPEN

All Bids shall remain open for sixty days after the day of the Bid opening, but Owner may, in his sole discretion, release any Bid.

12. AWARD OF CONTRACT

12.1. Owner reserves the right to reject any and all Bids, to waive any and all irregularities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

12.2. In evaluating Bids, Owner shall consider the qualification of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates

and unit prices if required in the Bid forms. It is Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid Form but Owner may accept them in any order or combination.

12.3. Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

12.4. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

12.5. If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

12.6. If the contract is to awarded, Owner will give the Successful Bidder a Notice of Award within sixty days after the day of the Bid opening.

13. TERMINATION

All terms and conditions of this Contract are considered material and failure to preform any of said terms and conditions on the part of the Contractor shall be considered a breach of this Contract. Should the Contractor fail to preform any of the said terms or conditions, the Owner shall have the right to terminate the Contract.

BID FORM

BID FORM

DISPOSAL OF TREATED SOLID WASTE

This Bid is Submitted To:

Public Works

300 South College St., Covington, Tn. 38019

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with Owner in the form included in the Contractor Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. Bidder accepts all the terms and conditions of the Instructions for Bidders. This Bid will remain open for sixty days after the day of Bid opening. Bidder will sign the Agreement and submit other documents required by the Contract Documents within fifteen days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - (a) Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary; the Bidder has carefully examined the Contract Documents, and thoroughly understands their stipulations, requirements and provisions.
 - (b) Bidder understands the quantities of work shown herein are approximate only and are subject to increase and decrease and agrees that all quantities of work, whether increased or decreased are to be performed at the unit prices stated in the following Estimate of Quantities and Schedule of Prices for the work described.
 - (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or

rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

4. Bidder understands that a price for each item in the Bid Schedule must be filled in as stated in Instructions for Bidders.
5. Bidder will complete the work as described in the specifications for the price(s) as shown on the following Bid Schedule.
6. Communications concerning this Bid shall be addressed to the address of Bidder indicated below.

To the following address:

7. The terms used in this Bid which are defined in the General Conditions of the Contract included as part of the Contract Documents have meanings assigned to them in the General conditions.

SUBMITTED on _____, 19____

If Bidder is:

An Individual

By _____
(Individual's Name)

doing business as _____

Business Address: _____

Phone No.: _____

A Partnership

By _____
(Firm Name)

_____ (general partner)

Business address: _____

Phone No.: _____

A Corporation

By _____
(Corporation name)

_____ (State in incorporation)

By _____
(Name of person authorized to sign)

_____ (Title)

(Corporate Seal)

Attest _____
(Secretary)

Business address: _____

Phone No. _____

A Joint Venture

By _____
(Name)

_____ (Address)

By _____
(Name)

_____ (Address)

Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.

NOTICE OF AWARD

Dated _____, 19__

To: _____
(Bidder)

OWNER'S PROJECT NO. _____
PROJECT _____
OWNER'S CONTRACT NO. _____
CONTRACT FOR _____

You are notified that your Bid dated _____
19__ for the above Contract has been considered. You are
the apparent successful bidder and have been awarded a
contract for

The Contract Price of your contract is _____
Dollars (\$_____).

Owner will return to you one fully signed counterpart of the
Agreement with the Contracts Documents attached.

(Owner)
By _____
(Authorized Signature)

(Title)

AGREEMENT

This Agreement, made this ____ day of _____, 19____, by and between _____, hereinafter called "Owner" and _____, doing business as (an individual,) (a partnership,) (a corporation,) or (a joint venture) hereinafter called "Contractor".

Article 1. WORK. The Contractor will preform all Work as shown in the Contract Documents for the Completion of the Project generally described as follows:

Article 2. Plant Manager. The project has been designed by: Harvey Wilson who will act as the Public Works Representative in connection with completion of the project in accordance with the Contract Documents.

Article 3. Contract Price. The Owner will pay the Contractor for performance of Work and completion of the Project in accordance with the Contract Documents subject to adjustment modifications as provided therein the sum of \$ _____ as shown in the bid schedule.

Article 4. Contract Time. The Contract length is from June 4, 1990 through June 3, 1991. The Owner reserves the option to an additional year(s) as shown in the Bid Form.

OWNER _____
By _____
Title: _____

CONTRACTOR _____
By _____
Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____
By: _____
Title: _____

Attest: _____
By: _____
Title: _____

NOTICE TO PROCEED

DATED _____, 19__

TO: _____

(Contractor)

OWNER'S PROJECT NO. _____

PROJECT _____

OWNER'S CONTRACT NO. _____

CONTRACT FOR _____

You are notified that the Contract Time under the above contract will commence to run on _____, 19__. By that date, you are to start performing the Work and your other obligations under the Contract Documents. The dates of Substantial Completion and Final Completion are set forth in the Agreement; they are _____, 19__ and _____, 19__, respectively.

Work at the site must be started by _____, 19__, as indicated in the Contract Documents.

(Owner)

By _____
(Authorized Signature)

(Title)

ESTIMATE OF QUANTITIES AND SCHEDULE OF PRICES

The Contractor shall fill in a price, in both numbers and words, for each item on the Proposal form. Failure to fill in a price for any item will be considered sufficient for declaring the Bid irregular.

| ITEM NO | DESCRIPTION | PRICE | AMT |
|---------|--|-------|------------|
| 1 | SLUDGE DISPOSAL FROM JUNE 4, 1990 THROUGH JUNE 3, 1991 | | cents/gal. |
| 2 | OPTIONAL YEAR #1 OF SLUDGE DISPOSAL FROM JUNE 4, 1991 THROUGH JUNE 3, 1992 | | cents/gal. |
| 3 | OPTIONAL YEAR #2 OF SLUDGE DISPOSAL FROM JUNE 4, 1992 THROUGH JUNE 3, 1993 | | cents/gal. |

GENERAL CONDITIONS

G.1 GENERAL REQUIREMENTS

The Contractor will furnish all labor, equipment, materials, supplies, and other necessities for the transportation of sludge from the Covington Wastewater Treatment Plant to the land application site.

G.2 DEFINITIONS - GENERAL/TECHNICAL. As used throughout this contract, the following terms shall have the meaning set forth below.:

- a. **ADDENDA**-Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.
- b. **AGREEMENT**-The written agreement between the Owner and Contractor covering the Work to be performed;
- c. **BID**-The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- d. **CHANGE ORDER**-A written order to Contractor signed by Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.
- e. **CONTRACT PRICE**-The moneys payable by Owner to Contractor under the Contract Documents as stated in the agreement.
- f. **CONTRACT TIME**-The number of days or the date stated in the Agreement for the completion of the Work.
- g. **CONTRACTOR**-The person, firm or corporation with whom Owner has entered into the Agreement.
- h. **DAY**-A calendar day of twenty-four hours measured from midnight to the next midnight.
- i. **DEFAULT** - Failure to do something required by duty, law, or contract.
- j. **EFFECTIVE DATE OF THE AGREEMENT**-The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

- k. PLANT MANAGER - The person, firm or corporation named as such in the Agreement.
- l. MODIFICATION-(a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order. A modification may only be issued after the effective date of the Agreement.
- m. NOTICE OF AWARD-The written notice by Owner to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.
- n. NOTICE TO PROCEED-A written notice given by Owner to Contractor (with a copy to Plant Manager) fixing the date on which the Contract Time will commence to run and on which Contractor shall start to preform his obligation under the Contractors Documents.
- o. OWNER-The public body or authority, corporation, association, partnership, or individual with whom Contractor has entered into the Agreement and for whom the Work is to be provided.
- p. SOLIDS-The total organic and inorganic material in wastewater.
- q. SLUDGE-Any solid, semi-solid, or liquid waste generated from a municipal wastewater treatment facility, exclusive of the treated effluent from that facility.
- r. SLUDGE APPLICATION-The operational process of landspreading sludge.
- s. WAIVER-The act of intentionally relinquishing or abandoning a known right, claim or privilege.
- t. WORK-The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing equipment into the service, all as required by the Contract Documents.

G.3 DISPOSAL OF SLUDGE

This section identifies the requirements included with sludge

removal.

a. The volume of sludge hauled by the Contractor will be measured by City representatives as shown in Figure #1. An estimated amount of sludge is approximately 1 million gallons per year, however, these minimum volumes are no guarantee to Contractor. The percent of solids in the digested solid waste is expected to average between three percent and five percent. It is the responsibility of Owner to determine the volume to be transported.

b. The sludge shall be hauled in a tanker type container so that it is completely sealed during transport. Title to sludge shall pass to Contractor when loaded into Contractor's tank. The Owner has to provide a suitable loading point at the Wastewater Treatment Plant.

c. Hauling shall occur during normal business hours 7:00 a.m.-4:00 p.m., Tuesday through Thursday. Hauling will only be needed once a week and this day will be determined between the Contractor and Owner at the Pre-Performance Conference. Operation of all loading equipment is to be restricted to Owner's representatives exclusively. Contractor is to stay with tanker during all loading operations. No equipment is to be left on Owner's premises after normal working hours. In case of sludge spillage, if Contractor is at fault, Contractor is responsible for professional clean up. Contractor is responsible for any damage his equipment causes to Owner's facilities.

d. Contractor must obtain and furnish a suitable sludge application site or sites which meet the approval of the State of Tennessee. It is the contractor's responsibility to obtain the land to be used as application sites and all required permits. The Owner will request any waiver necessary from the Tennessee Department of Health and Environment as relates to disposal sites. On-site monitoring will be the responsibility of the Contractor/landowner. It shall be the responsibility of the Contractor to provide the Owner with all data that is pertinent to the annual report required to be filed with the State Department of Public Health. The owner will be responsible for submitting said annual report due on the anniversary date of the approved letter.

e. Sludge application operations may not be performed at

any time specifically prohibited by regulations or permit requirements. The Contractor shall meet all requirements for land application of sludge imposed by City and County regulations, Tennessee Department of Health and Environment, and the Environmental Protection Agency, and specifically all requirements of Tennessee Guidelines for Land Application of Sludge and EPA Pretreatment Compliance Monitoring and Enforcement Guidance.

G.4 CONTRACTOR'S LIABILITY INSURANCE

Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether such performance is by the Contractor, by anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable:

1. Claims under workers' or workmens' compensation, disability benefits and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. Claims for damages insured by personal injury liability coverage which are sustained(i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (ii) by any other person for any other reason;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;and
6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

All such insurance shall contain a provision that the coverage afforded will not be cancelled, materially changed

or renewal refused until at least thirty days' prior written notice has been given to Owner and Engineer.

The Contractor shall maintain liability insurance in an amount not less than \$100,000.00 for bodily injury to any one person, in an amount not less than \$300,000.00 for any one accident, and in an amount not less than \$100,000.00 for property damage to any one accident.

In summary, the Contractor shall within fifteen (15) days after the award of this contract, furnish the Owner a certificate of insurance as evidence of the existence of the following insurance coverages:

- 1) General Liability
- 2) Automobile
- 3) Worker's Compensation
- 4) Employee's Liability Coverage

G.5 TAXES

Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the Project.

G.6 CHANGES IN THE WORK

1. Without invalidating the Agreement, Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents.

2. Additional Work performed without authorization of a Change Order will not entitle Contractor to an increase in the Contractor Price or extension of Contract Time.

G.7 INSPECTION AND ACCEPTANCE

The performance and quality of work delivered by the Contractor, shall be periodically joint inspected by the Owner and Contractor. The Contractor shall provide the Owner full and free access to the application site.

G.8 DELIVERIES OR PERFORMANCE

a. LOCATION.

The work shall be located at the Wastewater Treatment Plant, Covington, Tennessee.

b. TERMS OF CONTRACT

The contract shall be for a period of 12 months, from June 4, 1990 through June 3, 1991. The Owner has the option to extend the term of this contract by written notice to the Contractor fifteen (15) calendar days prior to the expiration of the contract. This option will be for two additional 12 month periods as shown in the Estimate of Quantities and Schedule of Prices. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

d. PRE-PERFORMANCE CONFERENCE

Prior to commencing work, the Contractor shall meet in conference with the Owner to discuss and develop mutual understandings relative to scheduling and administering work.

G.9 INVOICES

An invoice is a written request for payment under the contract for services rendered. In order to be proper, an invoice must include as applicable the following:

- (1) Invoice date;
- (2) Name of Contractor;
- (3) Contractor number;
- (4) Name and address to which payment is to be sent (which must be the same as that in the contract or on a proper notice of assignment);
- (5) Name (where practicable) title, phone number and mailing address of person to be notified in event of a defective invoice.

Contractor's invoices shall be submitted to the Plant Manager at monthly intervals for services performed. Payment will be based on invoices submitted by the Contractor for satisfactorily completed work. Upon verification of work actually performed, invoices will be processed for payment.

G.10 GRIEVANCES

All grievances concerning operations of this Contract are to be presented to the Plant Manager. Plant Manager will use

his discretion to solve problem himself or to address chain of command in Public Works. After problem has been addressed, Plant Manager will write a situation report and send a copy to Contractor.