

Contract #2010-10

CONTRACT
for the
City of Lancaster

The City of Lancaster, Pennsylvania is soliciting bid for:

Contract #2010-10

For

Product/Services: Sludge & Grit Disposal

The deadline for submitting bids to the office of Procurement and Collection, 39 W. Chestnut Street, Rear, Lancaster, PA 17603 is:

DATE: Bids Due by, Tuesday, September 7th, 2010 by: 5:00 p.m.

The bids shall then be publicly opened and read aloud promptly on:

DATE: Bid Opening, Wednesday, September 8th, 2010 at 11:00 a.m.

in the 2nd floor Conference room, located at
120 N. Duke Street, Lancaster PA 17602

No bids will be accepted after the submittal deadline date and time.

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SECTION 1: GENERAL CONDITIONS

INVITATION TO BID

In accordance with the ADVERTISEMENT FOR BIDS, Proposals are invited to be submitted for the performance of the work under this Contract, the designation of which is stated in the ADVERTISEMENT FOR BIDS.

Bids are requested as stated in the form of Proposal. The price(s) bid shall cover all costs of any nature incident to or growing out of the work including labor, material, equipment, transportation, and all else necessary to perform and complete the Contract in the manner and within the time specified.

RECEIPT OF BIDS

Sealed Proposals for performing the work described herein shall be received, during normal business hours and no later than 5:00 p.m. at the Office of Procurement & Collection, 39 W. Chestnut Street, Rear, Lancaster, Pennsylvania 17603 (AS SPECIFIED ON ADVERTISEMENT FOR BIDS PAGE). The bids will be publicly opened and read aloud the following day at 11:00 a.m. in the 2nd floor Conference Room at 120 N. Duke Street, Lancaster, Pennsylvania 17602. Bids received after the time specified will not be considered or accepted and will be returned unopened. It is intended that the City will make the award of the contract or all bids will be rejected within sixty (60) calendar days from the date of opening the bids, but may, subject to bidders' rights to withdraw, take a longer time.

COPIES OF CONTRACT DOCUMENTS

A full description of the work to be bid and of the requirements, conditions, and details thereof, is given in the Contract Documents, copies of which may be obtained at the Office of Procurement & Collection, 39 W Chestnut Street, Lancaster, Pennsylvania, 17603.

BID SECURITY

Each Proposal shall be accompanied by a Proposal Guaranty payable to the City of Lancaster in the amount of at least ten- percent (10%) of the amount bid to insure the proper execution of the Contract. This Proposal Guaranty shall be either a certified or cashier's good faith check drawn on a bank or trust company satisfactory to the City; or a bid bond prepared on the form enclosed, duly executed by the bidder as principal, and having as surety thereon a surety company legally authorized to do business in this commonwealth; or irrevocable letter of credit or cash. In the event any bidder shall upon the award of the contract to him, fail to execute the contract or comply with the requirements hereinafter stated, the full amount of the bid bond or certified check shall be forfeited to the City as liquidated damages (not a penalty). The Proposal Guaranty of all bidders will be returned upon execution of the Contract and provision of required certification of insurance, performance bond and payment bond.

PREPARATION OF PROPOSALS

Proposals shall be submitted on the Proposal form provided in these documents properly filled out in ink or typed, and shall be duly executed. The bidder shall state in the Proposal form, in words

and in figures, the price per unit of measure or lump sum price as required for each scheduled item and the total price as determined by multiplying each quantity by the price bid per unit of measure and adding together the resulting amounts and any lump sum prices required.

Where there is a discrepancy in any item between the unit or lump sum price written in figures and that written in words, the written words will govern.

If the Total Price on any Proposal is found to be incorrectly computed, the City reserves the right to make such changes as are necessary in the extended amounts and Total Price on the basis of unit and lump sum prices given and the approximate quantities stated for the scheduled items therein.

SUBMITTING PROPOSALS

All bid responses must be submitted on the Proposal Form furnished by the City or as otherwise described in the bid specifications. All bid responses must be printed, signed by an authorized agent and delivered together with the Bid Security, to

**City of Lancaster
Procurement & Collections
39 W. Chestnut St, Rear
Lancaster, PA 17603**

The proposal, together with the Bid Security and any accompanying documents, shall be enclosed in an opaque sealed envelope and shall clearly indicate the name and address of the Bidder. The title and number of the contract as given in the Proposal Form and the date and time of the bid opening must be indicated in the lower left hand corner of the outer envelope. We recommend highlighting this information to ensure that it is recognized as a bid. Proposals will be accepted at the place and until the time stated herein before and in the Advertisement for Bids.

If forwarded by mail, the sealed envelope shall be addressed to the Procurement & Collections, Attn: Michelle Dunn, 39 W. Chestnut St, Lancaster, PA 17603. Mailed Proposals must be received by the City prior to the time set for bids to be due, if they are to be considered, and the City will not be responsible for any delays caused by mailing.

It is the responsibility of the bidder to ensure that the bid documents are delivered to the above location prior to the bid opening date and time. Any Proposals received after the time set for the public opening of bids will not be considered or accepted and will be returned unopened.

QUALIFICATIONS OF BIDDERS

The Bidder's experience, necessary facilities, and financial resources to furnish the items of this Contract will be examined by the City and the City reserves the right to reject the Proposal of any Bidder not possessing satisfactory qualifications as deemed by the City.

PREBID CONFERENCE

No pre-bid conference is scheduled.

SURETY

The name and address of each surety furnishing the Bidder's Performance and Payment Bond as required hereinafter must be stated in the Proposal, and the surety's consent must be given in the form attached thereto.

In addition, each surety's consent must be accompanied by a Power of Attorney nominating, constituting, and appointing the person whose signature appears on said surety's consent as the true and lawful agent of the surety to execute all bonds and the consent on its behalf.

In case the surety named in the Proposal is not approved by the City, the Bidder will be required, within five (5) days or such further period as may be prescribed by the City after notice of such disapproval, to substitute the name of another surety satisfactory to the City.

ADDENDA

Any revision or interpretation of the Contract Documents prior to bid opening will be made in the form of an Addendum to the Documents, duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of Contract Documents. The City will not be responsible for any other explanations or interpretations of the Contract Documents or any part thereof. All Bidders will acknowledge in the space provided for in the Proposal the receipt of all Addenda.

BIDDER QUESTIONS/PROCEDURES

The bid document, Terms and Conditions, and Specifications will be considered clear and complete. Any bidder desiring an explanation, interpretation, or clarification must submit a written request to the Bureau of Procurement & Collection, 39 W Chestnut Street, Lancaster, Pennsylvania 17603. The City WILL NOT BE RESPONSIBLE for oral clarifications. Questions received less than four (4) working days before the bid opening may not be able to be answered.

BIDDING AND AWARD

Bidder may bid on any or all items, as the bidder desires. The City reserves the right to split the contract and award separate contracts for separate items to separate bidders if deemed in the best interest of the City.

WITHDRAWAL OF BIDS

A Proposal, after having been submitted, may be withdrawn by the Bidder prior to the time set for the opening of bids upon the presentation of a written request for such withdrawal to the City Controller. No withdrawal of bids will be allowed within 60 calendar days after said time even though bids may not as yet have been opened.

RIGHT TO REJECT BIDS

The City will determine who is the lowest responsible Bidder upon the basis of the bids submitted. The City reserves the right to reject any or all bids and re-advertise if the best interest of the City will thereby be promoted. The City also reserves the right to waive technical defects if in its judgment the interest of the City shall so require.

No Proposal will be considered from any person, firm, or corporation, who has defaulted in the performance of any contract or agreement made with the City of Lancaster or conclusively shown to have failed to perform satisfactorily such contract or agreement.

The City reserves the right to waive any informalities in the bids received, to award the Contract only to a bidder whose Proposal is deemed by the City to be most advantageous to the public interest, and to reject any or all bids for any reason whatsoever.

The City in its sole discretion may reject proposals which are deemed by the City to be incomplete, conditional, or obscure, or which contain additions, erasures, alterations, omissions, or irregularities of any kind.

QUANTITIES

The quantities listed in the proposal are estimates based on past years program requirements and are to be used for bidding evaluation purposes only. The City reserves the right to increase or decrease all quantities to meet requirements of the program or due to any causes whatsoever.

Should the quantity ordered be less than or in excess of the estimated quantity stated in the Proposal all orders shall be furnished and delivered by the Contractor at the unit prices named in the Contract. If the quantity ordered should be less than the estimated quantity in the Proposal, the Contractor shall have and make no claims for damages, for loss of anticipated profits or otherwise.

SALES AND USE TAX ACTS

Bidders will make their own independent analysis of Pennsylvania Sales and Use Taxes and the applicability or non-applicability thereof to the materials, supplies, and services to be provided and performed under and as part of the Contract work. All applicable taxes are to be included in the unit prices bid and the City will not make any separate payment of taxes.

AWARD OF CONTRACT

It is intended that the City will make the contract award or all bids will be rejected within sixty (60) calendar days from the date of opening the bids, but may take a longer time, subject to bidders rights to withdraw. If identical low responsible bids are received, then the award will be decided by the single tossing of the coin. The low bidders will be notified of date, time and place of the toss should it be required so that they may be present if desired. Awarded bidders will be notified via U.S. Mail.

EXECUTION OF CONTRACT AGREEMENT AND BOND

The Bidder whose Proposal is accepted shall be required within ten (10) days after receipt of notice of award of the Contract to deliver to the City the Contract Agreement in the form provided, duly executed and its execution duly proved; and at the same time to deliver to the City a Contractor's Performance Bond issued by a surety company legally authorized to do business in this commonwealth based on the following percentage of the Contract amount:

100% PERCENT

With an approved surety, and satisfactory evidence of all insurance coverage prescribed by the Contract Documents.

CONTRACTOR'S BOND

Simultaneously with the execution and delivery of the Contract, the Bidder shall give security for the performance of his obligation by filing a Bond with the City in the form annexed to the Contract Agreement and entitled "Contractor's Payment Bond", executed by the Contractor and by a surety or sureties approved by the City and in the following amount:

100% PERCENT

COMPLETENESS OF WORK

The Contract Documents are intended to cover the complete and proper execution of the entire work. Details, parts and appurtenant work required to carry out their scope even though not delineated, described, mentioned or indicated, shall be furnished the same as if they were specifically shown or mentioned. This applies to the price bid, which shall be deemed to include such details, parts and appurtenant work.

DEFINITIONS

Wherever in the Contract Documents, the following terms or pronouns used in their stead occur, they shall have the meaning here given:

- a. "Addendum" shall mean a written or telegraphic interpretation or revision of any of the Contract Documents transmitted to Bidders in advance of the opening of Proposals.
- b. "Change Order" shall mean a written order to the Bidder signed by the City ordering a change in Documents and is within the general scope and purpose of the work as originally shown.
- c. "City" shall mean the City of Lancaster, Lancaster County, Pennsylvania or that person designated as the duly authorized representative of the City of Lancaster with offices located at 120 N Duke Street, Lancaster, Pennsylvania 17602 and the Procurement & Collection Department, 39 W Chestnut Street, Lancaster, PA 17603.

- d. "Contract" or "Contract Agreement" shall mean the written agreement covering the performance of the work. The Contract shall include the executed Contract Agreement, information for Bidders, Proposal, Bid or Proposal Bond, Bidder's Performance and Payment Bond, General Conditions, Special Conditions, Specifications, and any Addenda, Change Orders and Supplemental Agreements.
- e. "Contract Documents" Information for Bidders, Proposal, Bid or Proposal Bond, Contractor's Performance and Payment Bond, General Conditions, Special Conditions, Specifications, and any Addenda, Change Orders and Supplemental Agreements.
- f. "Duly Authorized Representative" shall mean the person designated by the Mayor to act as the duly authorized representative of the City under this Contract.
- g. "Notice" shall mean a written notice.
- h. "Supplemental Agreement" shall mean a written agreement made and entered into by and between the Bidder and the City covering work for which there is no other provision.
- i. "Work" shall mean all matters and things herein agreed to be furnished or done by or on the part of the Bidder.
- j. Wherever in these Contract Documents the words "directed", "required", "permitted", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the City or its authorized representative is intended, and, similarly, the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by, or acceptable to, or satisfactory to the City or its authorized representative.

PERMITS AND LICENSES

The Contractor shall obtain from the proper authorities, all permits or licenses necessary to carry on this work, shall pay any fees or charges required, and shall be responsible for conducting his operations in accordance with the conditions of such permits or licenses, copies of same to be filed with the City.

WARRANTIES

Any warranty required by the Special Conditions of the contract should in addition to all implied warranties Contractor extend arising by operation of law and all express warranties customarily on the goods to other purchasers. No warranty either express or implied may be disclaimed unless otherwise authorized by the terms of the Contract.

LAWS AND REGULATIONS

The Contractor shall observe and comply with all laws, ordinances, rules, and regulations of local, state, and federal agencies or government governing those engaged or employed on the work, the materials or equipment used, or the conduct of the work.

CITY NOT LIABLE

The Contractor shall indemnify and save harmless the City and all members, officers, agents or employees of the City from all claims of any kind by reason of this Contract or any of its conditions. The scope of this indemnification shall not be limited by workers compensation or similar laws.

EXAMINATION OF INSPECTION OF WORK

All work done under this Contract shall be in full accordance with the Contract Documents and shall be subject to the most thorough inspection.

The City shall be furnished with every reasonable facility for ascertaining whether the work complies with the requirements and intentions of this Contract, but the inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his Contract as herein prescribed.

OPTION TO EXTEND PERFORMANCE PERIOD

The term of this contract will be for one (1) year from the date of award. The City may, by written notice to the Contractor at least fifteen days prior to the expiration of the contract, extend the terms of the contract. The City reserves the right to include two (2) one-year options to extend the contract. If the City exercises the option for the renewal the cost will be adjusted according to the consumer price index. The beginning consumer price index will be based on the U.S. Department of Labor Publication dated the same month that this contract is awarded.

The extension shall be under the same terms and conditions hereof, inclusive of this option provision, and the rate(s) set forth in the schedule shall apply to any extension made pursuant to this option provision.

The total duration of this contract, including the exercise of any option(s) under this clause shall vary based on written notification to Contractor.

INSURANCE

The Contractor will be required to provide insurance of the prescribed types and minimum amounts as set forth below.

All insurance policies required shall be maintained in full force until all work under this Contract is completed, as evidenced by the formal acceptance thereof, in writing by the City. Each policy shall contain the provision that there will be 30 days prior written notice given to the City in the event of cancellation of or material change in the policy.

The insurance companies indicated in the certificates shall be authorized to do business in the Commonwealth of Pennsylvania, and shall be acceptable to the City.

Neither approval by the City, nor a failure to disapprove insurance certificates by the Contractor shall release the Contractor of full responsibility for all liability as set forth in the indemnification clauses stated in the Contract Agreement.

The MINIMUM requirements of insurance to be carried by the Contractor shall be as follows:

Worker's Compensation - Statutory
 Employer's Liability\$100,000Each Accident
 \$500,000.....Disease - Policy Limit
 \$100,000.....Disease - Policy Limit
 Each Employee

Commercial General Liability
 General Aggregate \$1,000,000
 Products and completed Operations Aggregate . \$1,000,000
 Personal and Advertising Aggregate \$1,000,000
 Each Occurrence \$1,000,000
 Fire Damage (Any One Time) \$ 50,000
 Medical Payments \$ 5,000

Other Conditions:

City of Lancaster to be named as an additional insured as its interests may appear, to the extent Contractor is liable hereunder as set forth in the indemnification clauses stated in the Contract Agreement.

Commercial Automobile Liability ("Commercial" defined to include any automobile used by Contractor, its agents and employees, in the performance of this Contract)

Combined Single Limit..... \$1,000,000
 OR
 Bodily Injury - Per Person... \$1,000,000
 Bodily Injury - Per Accident \$1,000,000
 Property Damage \$1,000,000

ASSIGNING OR SUBLETTING

The Contractor shall, at all times and in all respects, be the party primarily responsible to the City for the performance of the Contract. The Contractor shall not sell, transfer, assign, or otherwise dispose of to anyone, his obligations to the City or any payment or payments which may accrue hereunder without prior written consent of the City.

EMPLOYMENT OF WORKERS

With respect to all work to be performed under this Contract, the parties to this Contract do hereby agree:

- a) In hiring of persons for the performance of work under this Contract or any subcontract hereunder, neither the Contractor or any of his subcontractors, nor any person acting on behalf of the Contractor or subcontractor, shall, by reason of race, creed, color, disabled, national origin, or ancestry, discriminate against any person who is qualified and available to perform the work to which the employment relates.

- b) Neither the Contractor nor any of his subcontractors, nor any person acting on behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this Contract or any subcontract hereunder on account of race, creed, color, disabled, national origin, or ancestry.
- c) Legal worker status of employees: It is the sole responsibility of the awarded contractor to have on file the necessary supporting documents verifying the legal employment status of each of its employees. This is in accordance with the Immigration Reform and Control Act of 1986. Pub. L. No. 99-603 Nov. 6, 1986.
- d) Contractor or any of his subcontractors must comply with the City's non-discrimination policies as outlined in Council Ordinance No. 10-2001, Council Bill No. 11-2001.

EMPLOYMENT OF CITY EMPLOYEES BY CONTRACTOR

Contractor shall not employ, subcontract with or utilize any City Employees to perform the work under the Contract.

TERMINATION FOR ABANDONMENT OR DEFAULT

If the Contractor fails to begin work under the Contract within the prescribed time, or if the work to be done under this contract be abandoned by the Contractor, or if the performance of the Contract is unnecessarily, unreasonable, or negligently delayed by the Contractor, or, if the Contractor is violating any of the conditions or covenants of this Contract or the Specifications; or is not executing the same in good faith, or in accordance with the terms thereof or evades the order of the City; or, if the work be not completed within the time named in this Contract, or within the extended time as herein else- where provided, or, if the contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, the City may give notice in writing to the Contractor and his Surety of such delay, neglect or default, specifying the same; and, if the Contractor shall not proceed to cure such defect within a period of five (5) days after such notice, then the City shall have full power and authority to:

- a) Declare the Contractor to be in default, and the City may thereupon notify the Contractor, by written notice, to discontinue all work or any part thereof under this Contract and thereupon the Contractor shall discontinue the work or such part thereof, and the City shall thereupon have the right either for the Contractor, for his account and at his risk or otherwise as the City may determine, to contract for the completion of the work or such part thereof, or to place such and so many persons as it may deem advisable, by contract or otherwise, to work and complete the work herein described or such part thereof, to take possession of and use any or all of the material, plant, tools, appliances, equipment, supplies and property of the Contractor. The expense so charged may be deducted and paid by the City out of such money as may be due or may at any time thereafter grow due to the Contractor under and by virtue of this Contract. And the Contractor shall, upon completion of the work or such part thereof or from time to time during the course of the completion of the work or such part thereof, as the City may require, forthwith pay to the City with interest, the excess, if any, of the cost to the City of the completion of the work or such part thereof, over the amount payable to the Contractor for the

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same work and materials under the terms of this Contract. The completion of the work or such part thereof by the City shall not release or discharge the Contractor from liability with respect to the remainder of the work or any other obligations or liability hereunder, and, when any particular part of the work is being carried on by the City by contract or otherwise under the conditions of this paragraph, the Contractor, unless he shall have been directed to discontinue all work, shall continue the remainder of the work in conformity with the terms of this Contract and in such manner as in no way to hinder, or interfere with other contractors of the City or with the persons or workmen employed, as above provided, by the City by contract or otherwise, to do any part of the work or to complete the same under the conditions of this paragraph, or,

- b) Declare this Contract at an end except as to the liability of the Contractor hereinafter in this paragraph provided for the City shall thereupon have the right to contract for the completion of the work, or to place such and so many persons as it may deem advisable; by contracting otherwise to work and complete the work herein described; to take possession of and use all the materials, plant, tools, appliances, equipment, supplies and property of every kind provided by the Contractor for the performance of his work and to procure other materials, plant, tools, appliances, equipment, supplies and property for the completion of the same.

In case the expenses of the City in completing the work (including the expense of procuring other materials, plant, tools, appliances, equipment, supplies, and property) shall exceed the amount which would have been payable to the Contractor for the same work and materials, under this Contract if the Contract had been completed by the Contractor. The Contractor shall, upon completion of the work or from time to time during the course of the completion of the work as the City may require, pay the amount of such excess, with interest, to the City. The Contractor shall also pay the City the amount of any claim for which the City may be liable for injury to persons or property occurring on account of any work, done by the Contractor under this Contract, whether by reason of the negligence, fault, or default of the Contractor, and shall also pay to the City the amount of any other expense which the City may incur or be liable for, and the amount of any payment which the City may be required to make, and the amount of any loss or damage which the City may incur, or suffer, by reason of any neglect, fault or default of the Contractor; and,

- c) The City may also proceed as it shall deem proper upon the bonds or other security in its possession; and,
- d) The City may also bring any suit or proceedings for specific performance or for injunction or to recover damages or to obtain any other relief or for any other purpose proper under this Contract.
- e) If after notice of termination of this contract under this clause it is determined for any reason that the Contractor was not, in default under the conditions of this clause or the default was due to causes beyond its control that by law render the default excusable, then the notice of termination shall be treated as if it were given pursuant to the termination for convenience

clause of this contract and Contractor shall be entitled to such compensation as is therein provided.

TERMINATION FOR CONVENIENCE

City may terminate this contract in whole, or from time to time in part, whenever City shall determine that such termination is in its best interests. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. If the contract is terminated as here provided the Contractor should be paid an amount determined as follows:

- a) For completed supplies and/or services accepted by City and for which the City has not paid contractor, a sum equivalent to the aggregate price for such supplies computed in accordance with the price or prices specified in the Contract;

VENUE AND JURISDICTION OF DISPUTES

Any claim or controversy arising out of or related to this contract of the breach of thereof shall be resolved by a non-jury trial in the Court of Common Pleas of Lancaster County, Pennsylvania. The parties to this contract, and all third party beneficiaries of the contract, hereby consent to such jurisdiction and venue and irrevocably waive any right to a jury trial, which may otherwise exist.

SECTION 2: PROPOSAL FOR CONTRACT

To the City of Lancaster, Lancaster County, Pennsylvania:

The Undersigned

Name: _____

Address: _____

If this proposal is accepted, does hereby agree to enter into a contract, in the form attached hereto, and said form, when duly executed by the parties, shall constitute the Contract with the City of Lancaster at the prices given in the Schedule of Quantities, Prices and Total bid.

The undersigned bidder declares that he has carefully examined the sites of the work; has become familiar with the local conditions and the character and extent of the work; has carefully examined the Contract Documents governing the work, including the Information for Bidders, the Proposal Form, the Form of Contract, the Form of Bonds, the General conditions, Special conditions, and Specifications, which are hereby made a part of this Proposal; and thoroughly understands their stipulations, requirements, and conditions.

The person whose signature appears on the accompanying proposal deposes and says that he is duly authorized to sign and the same, that the seal attached is the seal of the bidder, and has never defaulted or withdrawn from any bid submitted by him, or it, his or its agents, or representatives.

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 corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

The cost of any work performed, materials furnished, services provided, or expenses incurred for work called for in the Contract Documents but for which no special pay item has been provided for in the Schedule of Quantities, Prices, and Total Bid, all shall be deemed to have been included in the prices bid for the various items in the Proposal.

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If this Proposal is accepted, the undersigned will, within ten (10) days after delivery of notice from the City attend at the offices of the City in person or by duly authorized representative, and will then and there deliver the Contract to the City in the form aforesaid, duly executed, and with its execution duly proved, and the undersigned will, at the same time, deliver to the City in accordance with the terms of said Contract, a bond form in the sum of:

100% PERCENT

of the amount of the Contract, in the form annexed hereto and made a part hereof, with the following named sureties, or, if these sureties be not approved by the City with such other sureties as the City shall approve, and, if the undersigned shall fail to furnish such satisfactory surety, the acceptance of the proposal shall not bind the City to a Contract.

Insert below the name of Surety or Sureties:

If this Proposal shall be accepted by the City and the bidder shall refuse or neglect, within twenty (20) days after due notice that the Contract has been awarded to him, to execute the same and furnish the Bidder's Performance and Payment Bond required, with sureties satisfactory to the City, then the deposit, Bid Bond, or both accompanying this Proposal shall be forfeited and retained by the City as liquidated damages and shall be paid into the funds of the City.

The City may cause any notice and return of certified checks and bid bonds intended for the undersigned to be delivered at or sent, postpaid, by mail to the address specified below.

Acknowledgement is hereby made of the receipt of Addenda as follows:

1 DATE:_____ 3 DATE:_____

2 DATE:_____ 4 DATE:_____

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For information concerning this contract, call (717) 735-3435 Or TDD (717) 291-4761 or FAX (717) 735-3431, also refer to the Specification section.

BIDS SHALL BE SUBMITTED IN OPAQUE SEALED ENVELOPES, ADDRESSED TO THE CITY OF LANCASTER, PROCUREMENT & COLLECTIONS, 39 WEST CHESTNUT STREET, REAR, LANCASTER, PA, 17603. THE ENVELOPE SHALL CLEARLY INDICATE THE NAME AND ADDRESS OF THE BIDDER. THE TITLE AND NUMBER OF THE CONTRACT AS GIVEN IN THE PROPOSAL FORM AND THE DATE AND TIME OF THE BID OPENING MUST BE INDICATED IN THE LOWER LEFT HAND CORNER OF THE OUTER ENVELOPE. WE RECOMMEND HIGHLIGHTING THIS INFORMATION TO ENSURE THAT IT IS RECOGNIZED AS A BID.

BID DUE DATE August 31st, 2010 by 5:00 pm

Signature_____

Print Name_____

Company_____

Social Security No._____

or

Federal Identification No._____

Address_____

City_____

State & Zip Code_____

Telephone Number_____

Date_____

Sworn to before me this _____ Day of _____, 20____.

My Commission expires Signature of Notary Public

BID SHEET FOR CONTRACT

COMPANY NAME _____

ITEM	LOCATION	MATERIAL	EST. ANNUAL QTY. (TONS)	COST PER TON	BID AMOUNT (est. x cost.)
#1	Susquehanna WTP Centrifuge Bldg	Water Sludge	3000		
#2	Susquehanna WTP Sludge Drying Bed	Water Sludge	100		
#3	Susquehanna WTP Low Service Pump Station	Grit	50		
				YEARLY TOTAL:	\$

SURETY'S CONSENT

That for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States, paid the undersigned corporation and for other valuable considerations, the receipt whereof is hereby acknowledged, the:

SURETY NAME: _____

ADDRESS: _____

Consents and agrees that, if the Contract for which the proceeding Proposal is made be awarded to:

BIDDER'S NAME: _____

ADDRESS: _____

this Company will become bound as surety for its faithful performance, and will execute the Bidder's Performance Bond following Section 3 hereof, and if the said:

BIDDER'S NAME: _____

ADDRESS: _____

Shall omit or refuse to execute such Contract within ten (10) days from the time when notified so to do, then the undersigned corporation will pay, without proof of notice, on demand, to the said City of Lancaster, any difference between the sum which the next higher bidder, or the person, persons, or corporation to whom the Contract shall be finally awarded, would be entitled to receive upon such difference to be calculated upon the estimated amount of work by which the bids are tested.

If more than one surety executes this consent, each such corporation shall become bound, jointly and severally, by the terms thereof.

IN WITNESS WHEREOF, the undersigned corporation has caused this agreement to be signed by its proper officers and its corporate seal to be hereto affixed this _____ day of _____, A.D. 20_____.

NOTE: The surety must sign below and state its place of business or residence:

(Attach acknowledgement and statement of surety or sureties here.)

BIDDER'S NON-COLLUSION AFFIDAVIT

STATE OF _____)
 (SS
COUNTY OF _____)

Before me, _____

in and for said County, personally came _____

who being duly sworn according to law, deposes and says that he is:

_____ of _____
 TITLE

whom signed the accompanying Proposal; that such bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person, to put in sham bid; or that such other person shall refrain, from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Lancaster or any person interested in the proposed contract; and further, that such bidder has not directly or indirectly, submitted this Proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member of agent thereof.

AFFIANT

_____ AND SUBSCRIBED TO BEFORE ME THIS _____ DAY OF _____, 20____.

NAME _____

MY COMMISSION EXPIRES _____ 20____.

BIDDER'S AUTHORIZATION TO SIGN AFFIDAVIT

STATE OF)
(SS
COUNTY OF)

Before me, _____

in and for said County, personally came _____

who being duly sworn according to law, deposes and says that he is:

_____ of _____
TITLE

Who signed the accompanying Proposal; that he is duly authorized to sign the same, that the seal attached is the seal of the bidder, and has never defaulted or withdrawn from any bid submitted by him, or it, his or its agents, or representatives.

AFFIANT

_____ AND SUBSCRIBED TO BEFORE ME THIS _____ DAY OF
_____, 20__.

NAME _____

MY COMMISSION EXPIRES _____, 20__.

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE THE UNDERSIGNED AS
PRINCIPAL and INSURER:

NAME: _____

ADDRESS: _____

A Corporation of the State of _____ legally

authorized to transact business in the Commonwealth of Pennsylvania, as Surety, are held and
firmly bound unto the City of Lancaster in the sum of:

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

Signed and sealed this ____ day of _____ 20__.

The condition of this obligation is such, that whereas the Principal has submitted or is about to
submit to the City of Lancaster a proposal for Contract entitled:

Now, therefore, if the said contract be awarded to the Principal and the Principal shall, within such
time as may be specified, enter into a Contract in writing and give bond with surety acceptable to
the City of Lancaster for the faithful performance of the Contract, or complete the Contract, then
this obligation shall be null and void, otherwise to remain in full force and effect

PRINCIPAL

ATTEST:

_____ BY: _____ (L.S.)

WITNESS AS TO PRINCIPAL

SURETY

ATTEST:

_____ BY: _____

WITNESS AS TO SURETY ATTORNEY(S) IN FACT

CHECKLIST FOR PREPARING

PLEASE CHECK OFF EACH ITEM AND INCLUDE THIS PAGE WITH YOUR BID PACKAGE.

- _____ 1. Do you understand all terms and conditions of the invitation?
- _____ 2. Is the bid signed by a person authorized to sign for your company?
- _____ 3. Are you certain you can produce or construct the items you bid on and deliver them on schedule?
- _____ 4. Has every question been answered in ink or by typewriter?
- _____ 5. Has the bid form been proofread to make certain no typing errors, corrections or erasures exist (alterations and erasures can cause a bid to be rejected)?
- _____ 6. Did you use the original forms provided?
- _____ 7. Is your document in numerical order?
- _____ 8. Have you made any changes in the provisions set forth in the invitation? If so, the bid cannot be considered responsive and is subject to rejection unless the change was specifically authorized in the invitation or addendum.
- _____ 9. Are all specifications, packaging, marking, shipping and delivery requirements met? Do not use shipping terms that are vague or ambiguous. Many bidders, for example, will quote a price F.O.B. without indicating the shipping point. ALL bids and quotations must be F.O.B.
- _____ 10. Did you bid on the complete list and full quantity specified unless the invitation specifically allows you to bid on a portion only?
- _____ 11. Have computations of the bid price been checked and rechecked?
- _____ 12. Has the price quoted been verified as accurate and complete?
- _____ 13. Has consideration been given to likely market conditions during the period in which performance will occur under the contract terms? Is the cost of labor or raw material rising? Are transportation costs a factor?
- _____ 14. Is a sample included if it was requested?

- _____ 15. Is the bid accompanied by one of the required 10% bid forms.
- _____ 16. Is the bid accompanied by the surety's consent form (completed)?
- _____ 17. Did you identify the Contract Name, Contract Number, and Bid Opening Date and Time on the outside of your envelope and address your envelope to the City of Lancaster, Procurement & Collections, 39 W Chestnut Street, Rear, Lancaster, Pennsylvania 17603?
- _____ 18. Will it be mailed in plenty of time with sufficient postage or delivered by messenger or in person? (If mailed, it is a good idea to have it registered so you have a record of the time it was sent).
- _____ 19. Did you retain a copy?

SECTION 3: FORMAL CONTRACT

ALL SPACES BELOW MUST BE FILLED IN.

This AGREEMENT, made this _____ day of _____, 2009,
BY AND BETWEEN

The City of Lancaster, by their properly authorized officers, parties of the first part, hereinafter called the City,

AND _____

his, her, its or their executors, administrators, successors, or assigns, party of the second part, hereinafter called the CONTRACTOR.

WHEREAS, THE City deems it necessary to make this Contract for the work authorized and directed to be completed by said City,

THEREFORE, the parties hereto, each in consideration of the contracts, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed and do hereby undertake, promise and agree as follows:

Title, headings and index are printed herein merely for convenience of reference and do not form a part of the Contract Documents

ARTICLE I - OUTLINE OF CONTRACT: The Contractor agrees to furnish all plant, labor, materials, supplies, equipment, supervision, and every other item necessary to complete all work in strict conformity with all conditions of this Contract entitled:

SLUDGE & GRIT DISPOSAL

Including Information to Bidders, Proposal, Bid or Proposal Bond, or other approved form of Performance Guarantee, Contract Agreement, Bidder's Performance and Payment Bond, General Conditions, Special Conditions, Technical Specifications and any Addenda, Change Orders and Supplemental Agreements, all of which are made a part hereof. The City agrees to pay and the Contractor will accept in full consideration for the performance of the Contractor's obligations hereunder the total lump sum price of:

_____ (\$_____)

to be paid as specified in Special Conditions, which price will be subject to adjustment.

ARTICLE II - AUTHORITY OF CITY: The City, through its duly authorized representative, shall make all necessary interpretations as to the meaning of the Specifications; shall give all orders and directions necessary for the prosecution of the work within the scope of this Contract; shall determine in all cases the quantity, quality, acceptability and fitness of the work as performed by the Contractor under this Contract; and shall decide every technical question which may arise relative to fulfillment of this Contract on the part of the Contractor.

The City's estimates and decisions shall be considered final, conclusive and binding upon the Contractor on any questions pertaining to the Contract which may arise between the parties hereto. Such estimates and decisions shall be a condition precedent to the right of the Contractor to receive any moneys under this Contract.

ARTICLE III - RESPONSIBILITY OF THE CONTRACTOR: The Contractor shall complete all work in the most substantial and workmanlike manner and with the highest regard to the safety of life and property and to protect and be responsible for all work until accepted by the City.

The Contractor shall furnish all labor and materials, plant, power, tools, and transportation necessary or proper for performing and completing the work in the manner and within the time herein specified and shall do at his own expense every thing mentioned as his duty under this Contract and all incidental work, shall pay all fees for permits, all royalties and fees for patented appliances, products, or processes used, and all other incidental expenses, and shall complete the work in accordance with this Contract, and to the satisfaction of the City.

The Contractor shall be deemed and considered an independent contractor in respect to the work covered by this Contract and shall assume all responsibility and expense for risks and casualties of every description arising out of the nature of the work, the action of the elements, or unforeseen or unusual difficulties. The Contractor shall assume all liability for loss by reason of neglect or violation of federal, state or municipal laws, ordinances or regulations, loss by fire due to work on this Contract, or from any other causes. In case any injury be done to any person, or to any public or private property by, or as a consequence of, or during the progress of any operations under this Contract, or by any act or omission on the part of the Contractor or his agents, or employees, the Contractor shall, at his own expense and cost, make good such damage in such manner as may be required. In case of failure on the Contractor's part promptly to make good such damage, the City shall have the right to deduct the cost of such work from any money due or which may thereafter become due the Contractor under this Contract; or to recover the same from the Contractor or his Surety.

The Contractor agrees to indemnify, defend and save harmless the City and its agents and employees from all suits and claims for damages for loss or injury to person or property arising out of, or in any way connected with the specifications or the performance of the operations under this Contract, or that may be sustained as a result or consequences thereof, including all claims for Worker's Compensation. Contractors indemnification shall not be limited by Worker's Compensation or similar laws.

ARTICLE IV - BONDS AND INSURANCE: The Contractor shall submit, with the executed Contract, the Performance Bond and Payment Bond, Worker's Compensation Affidavit and Insurance Certificates as specified in Section I: General Conditions and Special Conditions sections of this contract.

ARTICLE V - PERMITS, LICENSES, CERTIFICATES: The Contractor shall, at its own cost and expense, obtain and pay for all permits, licenses and certificates necessary for the performance of work under this Contract.

ARTICLE VI - ACCEPTANCE NO WAIVER: Neither the acceptance by the City or any of its representatives, of any order, measurement, certificate, acceptance of the whole or any part of the work shall operate as a waiver of any portion of this Contract, or of any power herein reserved to the City, or of any right to damage herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other subsequent breach.

ARTICLE VII - NOTICES TO CONTRACTOR: Any notice or communication to the Contractor shall be deemed served if delivered to him personally or to a principal officer, or to the address named in the Proposal, or if deposited in the post office, postage prepaid, addressed to the Contractor at the above address and the date of ceremony shall be the date of such delivery or mailing.

IN WITNESS WHEREOF, this Contract has been executed for the City and these presents signed and attested by its proper officers and the Contractor has (hereunto set his hand and seal) (caused its corporate seal to be hereto affixed and these presents to be executed by its President and attested by its Secretary) the day and year first above written. The parties acknowledge that this document is executed under seal as a specialty and agree to become legally bound hereunder. The parties further acknowledge that the reference to "seal" is not intended to mean that the seal is merely for authentication. The pre-printed word "seal" adjacent to or below each signature line is adopted by each party to this document as its seal for purposes of this document.

PRESIDENT

DATE

ATTEST:

SECRETARY

DATE

Social Security No. _____
or
FED. ID. No. _____

CITY OF LANCASTER, PA

MAYOR

DATE

CITY CONTROLLER

DATE

ATTEST:

CITY CLERK

DATE

SUB-CONTRACTING

The Prime Contractor (awarded bidder) is to notify the City of Lancaster of any sub-contract work or services awarded by them as part of this contract at any time during the completion of this contract.

Please indicate if the sub-contractor is a minority owned business. Use the form provided below to send information to the following address:

CITY OF LANCASTER
PROCUREMENT & COLLECTION
39 W CHESTNUT STREET
LANCASTER, PA 17603
ATTN: JILL A RHINIER

BUSINESS NAME: _____
ADDRESS: _____

SOCIAL SECURITY NO. _____
or
FEDERAL IDENTIFICATION NO. _____
TELEPHONE: _____

PRESIDENT/OWNER: _____

TYPE OF BUSINESS: _____

SERVICE/SUPPLIES PROVIDED UNDER THIS CONTRACT:

AMOUNT TO BE PAID SUB CONTRACTOR _____

CLASSIFICATION: BLACK _____ WOMAN _____
HISPANIC _____ OTHER _____

**CITY OF LANCASTER
MINORITY, WOMEN, AND DISADVANTAGE BUSINESS
SUBCONTRACTOR'S COMPLIANCE FORM**

Business Name: _____
Contact Person: _____
Mailing Address: _____

City/State/ZipCode: _____

Telephone Number (_____) _____ - _____

Federal ID Number: _____

___ Minority Business ___ Womens Business ___ Disadvantage Business

Percent Participation in this contract, _____%

Business Name: _____

Contact Person: _____

Mailing Address: _____

City/State/ZipCode: _____

Telephone Number (_____) _____ - _____

Federal ID Number: _____

___ Minority Business ___ Womens Business ___ Disadvantage Business

Percent Participation in this contract, _____%

Business Name: _____

Contact Person: _____

Mailing Address: _____

City/State/ZipCode: _____

Telephone Number (_____) _____ - _____

Federal ID Number: _____

___ Minority Business ___ Womens Business ___ Disadvantage Business

Percent Participation in this contract, _____%

Business Name: _____

Contact Person: _____

Mailing Address: _____

City/State/ZipCode: _____

Telephone Number (_____) _____ - _____

Federal ID Number: _____

___ Minority Business ___ Womens Business ___ Disadvantage Business

Percent Participation in this contract, _____%

Note: Use Additional Sheets for more sub-contractors.

Self-Certification of No Disbarment, Suspension or Ineligibility

Date _____

I certify that _____ is not disbarred,
(name of firm)

suspended or otherwise declared ineligible by the Department of Labor and Industry pursuant to the Pennsylvania Prevailing Wage Act of August 15, 1961, as amended, or by any other agency of the Commonwealth of Pennsylvania under any other Act.

Signed _____

Title _____

Address _____

COMMONWEALTH OF PENNSYLVANIA :
: SS

COUNTY OF _____ :

On this, the ___ day of _____, 20___, before me, the undersigned officer, personally appeared _____, who being sworn according to law, deposes and states that he/she is the _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she, being authorized to do so executed the same for the purpose therein contained, and desires the same to be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ (hereinafter called the "Principal") and _____, a surety company legally authorized to do business in the Commonwealth of Pennsylvania (hereinafter called the "Surety") are held and firmly bound unto CITY OF LANCASTER (hereinafter called the "Obligee"), in the full and just sum of _____ Dollars (\$_____) for the faithful performance of the Contract (as defined below), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves and their respective successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered or will enter into an agreement dated _____, 20____ with Obligee (the "Contract") relating to _____, a copy of which Contract is by reference made a part of this Bond; and

WHEREAS, under the Contract the Principal has agreed to post this bond as security for performance of Principal's obligations under the Contract;

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that (a) if the Principal well, truly and faithfully shall comply with and shall perform the Contract in accordance with its terms, at the time and in the manner provided in the Contract, and (b) if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Contract by the Principal or growing out of the performance of the Contract by the Principal, and (c) if the Principal shall indemnify completely and shall save harmless the Obligee or any of its members, directors, officers, employees and agents from any and all costs and damages which the Obligee or any of its members, directors, officers, employees and agents may sustain or suffer by reason of the failure of the Principal to do so, and (d) if the Principal shall reimburse completely and shall pay to the Obligee any and all costs and expenses which the Obligee or any of its members, directors, officers, employees and agents may incur by reason of any such default or failure of the Principal, and (e) if the Principal shall remedy, without cost to the Obligee, any failure or default by the Principal in the performance of the Principal's obligations under the Contract, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

The foregoing, however, is subject to the following further provisions:

1. This Bond shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. The Principal and the Surety agree that exclusive jurisdiction and venue for any litigation concerning this Bond and the transactions contemplated shall exist in the Lancaster County, Pennsylvania, Court of Common Pleas. The Principal and the Surety consent to such jurisdiction and venue and agree that all service of process, including any instrument to institute suit, shall be effective if served in accordance with Pennsylvania law.
2. The Surety hereby waives notice of and consents to:
 - (a) all alterations or amendments to the Contract and

(b) all extensions of time for performance of the Contract or other forbearance; and the Surety agrees that its obligations under this Bond shall not thereby be released or affected in any manner.

3. The Surety shall not be liable under this Performance Bond to the Obligee in the aggregate in excess of the sum above stated.

SIGNED and SEALED this _____ day of _____, 20____.

(Principal)

Attest: _____

By: _____

Name, Title: _____

(Surety)

Attest: _____

By: _____

[Seal]

Attorney-in-Fact

(attach power of attorney and authorizing resolution)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____ (hereinafter called the "Principal")
and _____, a surety company legally
authorized to do business in the Commonwealth of Pennsylvania (hereinafter called the "Surety"),
are held and firmly bound unto CITY OF LANCASTER (hereinafter called the "Obligee"), for the
use and benefit of claimants (as hereinafter defined), in the full and just sum of
_____ Dollars (\$ _____), lawful money of the
United States of America, for the payment of which the Principal and the Surety bind themselves
and their respective successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered or will enter into an agreement dated _____
_____, 20__ with Obligee (the "Contract") relating to
_____, a copy of which Contract is by
reference made a part of this Bond; and

WHEREAS, under the Contract the Principal has agreed to post this Bond to the Obligee;

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if
Principal (and Principal's subcontractors and sub-subcontractors) shall promptly make payment to
all for all labor and material used or reasonably required for use in the performance of the
Contract, then this obligation shall be void; otherwise it shall remain in full force and effect,
subject, however, to the following conditions:

1. This Bond is given, shall be interpreted and shall be enforceable in accordance with the laws of the Commonwealth of Pennsylvania. The Principal and the Surety agree that exclusive jurisdiction and venue for any litigation concerning this Bond and the transactions contemplated shall exist in the Lancaster County, Pennsylvania, Court of Common Pleas. The Principal and the Surety consent to such jurisdiction and venue and agree that all service of process, including any instrument to institute suit, shall be effective if served in accordance with Pennsylvania law.
2. The Surety hereby waives notice of and consents to:
 - (a) all alterations or amendments to the Contract and
 - (b) all extensions of time for performance of the Contract or other forbearance; and the Surety agrees that its obligations under this Bond shall not thereby be released or affected in any manner.
3. The Surety shall not be liable to the Obligee in the aggregate in excess of the sum above stated.

SIGNED and SEALED this _____ day of _____, 20__.

(Principal)

Attest: _____

By: _____

Name, Title: _____

(Surety)

Attest: _____

[Seal]

By: _____

Attorney-in-Fact

(attach power of attorney and authorizing resolution)

SECTION 4: SPECIAL CONDITIONS

Information listed herein Section 4 Special Conditions shall supersede Section 1 General Conditions.

TERM OF CONTRACT

The City of Lancaster intends to award the contract as a one-year contract with three (3) one-year options to extend.

The City of Lancaster reserves the option to extend the contract by providing sixty (60) days written notice to the contractor prior to the expiration of each of the Contract periods. Each of said options, if exercised, would be upon the same terms and conditions as the initial Contract. If the City does not exercise the options available to it, then the City shall have no responsibility, liability or obligation to the successful bidder for the option period for which the City has not exercised the option provided for herein.

The City will award the contract based on the low acceptable bid for the lump sum Total of Bid Sheet Line Items 1, 2, and 3.

BID I: Contractor shall pick up and transport Bid Sheet Line Items #1 and #2 at the Susquehanna Water Treatment Plant. Contractor shall pick up and transport Bid Sheet Line Item #3 at the Low Service Pump Station. Items #1, #2, and #3 shall be disposed of at an approved disposal site. The City reserves the right to transport waste to the Contractor's disposal facility on an occasional basis.

SECTION 5: TECHNICAL SPECIFICATIONS

DISPOSAL SITE AUTHORIZATION

Disposal site, either landfill or land application, and/or waste treatment facility, must be approved and authorized by the Commonwealth of Pennsylvania Department of Environmental Protection, Bureau of Solid Waste Management to accept this specific waste. All provisions of PA Act 97 the Solid Waste Management Act of July 7, 1980, 35 P.S. Subsection 6018.101 et seq. and any valid and applicable local law, ordinance or regulation shall be complied with.

PERMIT APPLICATION

The successful vendor is responsible for obtaining all permits and paying all applicable fees, including all laboratory tests, analyses, and record keeping as per PA Act 97. The Contractor shall provide the City a copy of all required permits and laboratory analyses.

DELIVERY TO DISPOSAL SITE

The Contractor will be required to remove waste material from accumulation points and deliver material to disposal site on a daily basis, Monday through Saturday. The Contractor may occasionally be required to remove waste material from the Sludge bin on Sunday.

WASTE ACCUMULATION SITES

Contractor shall provide (PA DOT approved) transportable waste accumulation 4-wheel containers (roll-off) capable of holding approximately 30 CUBIC YARDS of material at the following location unless otherwise noted:

**Susquehanna Water Treatment Plant
900 South 15th Street
Columbia, PA 17512**

ITEM #1 Centrifuge Building – Provide two (2) 30 CY containers for accumulation of Water mud (sludge) on a continuous basis. Contractor must pick up container no earlier than 6:00 a.m. and must have an empty container in place no later than 2:00 p.m. Normal sludge production requires removal of one (1) load per day Monday through Friday.

ITEM #2 Drying Beds – Provide one (1) 30 CY container for disposal of dewatered sludge from the Susquehanna Water Treatment Plant drying bed on an intermittent basis. Sludge is normally removed from the drying bed once per year during a two (2) week period. One (1) 30 CY container per day is normally required during this period.

ITEM #3 Low Service Building – Provide one (1) 30 CY container for accumulation of river grit on an intermittent basis. Empty on an on-call basis.

The Contractor shall deliver contractor owned containers at no additional cost to the City. Contractor will be responsible for cleaning, maintenance and repair of Contractor provided containers at no additional cost to the City. Contractor shall keep contractor provided containers in good repair.

QUANTITY

ESTIMATED ANNUAL

<u>ITEM</u>	<u>LOCATION</u>	<u>MATERIAL</u> .. .	<u>QUANTITY</u>
#1	Centrifuge Building or Drying Bed	Water Sludge	3,000 tons
#2	Sludge Drying Bed	Water Sludge.	100 tons
#3	Low Service Building	Grit	50 tons

MATERIAL CHARACTERIZATION

WATER SLUDGE (ITEM #1 & 2) – Water sludge is the precipitate removed during chemical treatment and filtration of raw water drawn from the Susquehanna River. The Susquehanna Water Treatment Plant uses alum and a polymer for coagulation and lime for pH adjustment. The sludge is dewatered using a centrifuge and/or drying beds. A polymer may be used to aid removal of moisture from the sludge.

GRIT (ITEM #3) – Grit is removed from the Raw Water Intake Grit Chamber and consists of gravel, sand, mud, and organic material carried in the raw water from the Susquehanna River.

PICKUP REQUEST

The Chief Operator at the Susquehanna Water Treatment Plant shall schedule waste pickup by the contractor by telephone contact. The Contractor shall respond with the necessary equipment no more than 24-hours after notification. The City reserves the right to engage other vendors to pick-up the sludge if the Contractor does not respond in the specified time period.

DISPOSAL CHARGE

The disposal charge per ton will remain **fixed** during the contract period and shall be inclusive of all fees or charges including, but not limited to; pickup / transportation, fuel surcharges, tipping fee, waste container cleaning, and maintenance or rental fees.

LIQUIDATED DAMAGES

Continuous operation of the Susquehanna Water Treatment Plant requires that sludge and grit be removed from location listed within four (4) hours of the time scheduled by the City.

If the Contractor does not remove the material within four (4) hours of the scheduled time, the City reserves the right to either; transport the material to the Contractor's landfill for disposal, hire a private hauler to transport the material to the Contractor's landfill, or transport and dispose of the material at another waste disposal facility using City vehicles or another company's vehicles.

The Contractor shall be responsible for paying all additional transportation and disposal charges, above contract cost, as liquidated damages.