



CITY OF FLINT
DEPARTMENT OF PURCHASES AND SUPPLIES

City Hall
1101 S. Saginaw Street - Flint, Michigan 48502
(810) 766-7340 FAX (810) 766-7240 www.cityofflint.com TDD 766-7120

Dayne Walling.
Mayor

Bryan Bond
Chief Buyer/Purchasing Coordinator
bdbond@atyofflint.com

INVITATION TO BID

OWNER/RETURN TO:

THE CITY OF FLINT
DEPARTMENT OF PURCHASES AND SUPPLIES
1101 S. SAGINAW ST., ROOM 304, 3RD FLOOR
FLINT, MI 48502

BID NO.: 90000235

SCOPE OF WORK:

The City of Flint, Department of Purchases & Supplies, is soliciting sealed bids for providing:

Ash Lagoon Cleaning

Per the attached additional requirements.

Please provide a second duplicate copy of all submitted documents.

If your firm is interested in providing the requested goods or services, please submit your detailed bid to the City of Flint, Department of Purchases and Supplies, 1101 S. Saginaw St., Room 304, Flint, MI, 48502, by NOV 19 2009 (5) 3:00 PM (EST). Please note: all detailed bids received after 3:00 PM (EST) will not be considered. Bids must be in a sealed envelope clearly identifying the bid and bid number. Faxed bids into the Purchasing Department are not accepted.

A MANDATORY PRE-BID MEETING AND WALK-THROUGH WILL BE SCHEDULED

NQV 5 2009 @ 2:00 p.m.

INSTRUCTIONS TO VENDORS

- 1) **PRE-BID INFORMATION AND QUESTIONS:** Each bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing bids, Bidders are advised to rely only upon the contents of this ITB and accompanying documents and any written clarifications or addenda issued by the City of Flint. If a Bidder finds a discrepancy, error or omission in the ITB package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing contact noted on the cover of this IFB, so that written clarification may be sent to all prospective Bidders. **THE CITY OF FLINT IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.**

- 2) **ITB MODIFICATIONS:** The City of Flint has the right to correct, modify or cancel the ITB, in whole or in part, or to reject any Bid, in whole or in part, within the discretion of the City of Flint, or their designee. If any such changes are made, all known recipients of the ITB will be sent a copy of such changes. If any changes are made to this ITB document by any party other than the City of Flint, the original document in the City of Flint's files takes precedence.

- 3) **BID SUBMISSION:**
 - a) The Bidder must include the following items, or the bid may be deemed non-responsive:
 - i.e. All forms contained in this ITB, fully completed.

 - b) Bids must be submitted to the Purchasing Department, City of Flint, 1101 S. Saginaw Street - Room 304, Flint, Michigan 48502 by the date and time indicated as the deadline. The Purchasing Department time stamp will determine the official receipt time. It is each Bidder's responsibility to insure that its bid is time stamped by the Purchasing Department by the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Bids will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. Local Time, Monday through Friday, legal holidays as exception.

 - c) Bids must be enclosed in a sealed opaque envelope, box or package, and clearly marked on the outside with the following: ITB Title, ITB Number, Deadline and Bidder's name.

 - d) Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Invitation to Bid (ITB), and that the Bidder understands and agrees to abide by each and all of the stipulations and requirements contained therein.

 - e) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the bid.

 - f) Bids sent by telegraph, facsimile or other electronic means will not be considered unless specifically authorized in this ITB.

 - g) All costs incurred in the preparation and presentations of the bid are the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder. All documentation submitted with the bid will become the property of the City of Flint.

 - h) Bids must be held firm for a minimum of 120 days.

- i) Term - Contract and/or all other procurement documents shall be effective until completed to the satisfaction of the City of Flint. The City of Flint reserves the right to cancel or not renew all or any part of the procurement agreement/contract at any time.
- 4) **EXCEPTIONS:** Bidder shall clearly identify any proposed deviations from the Terms or Scope in the Request for Bid. Each exception must be clearly defined and referenced to the proper paragraph in this RFB. The exception shall include, at a minimum, the Bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Bidder's bid, the City of Flint will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly. Bids not meeting all requirements may be rejected.
- 5) **DUPLICATE BIDS:** No more than one (1) bid from any Bidder, including its subsidiaries, affiliated companies and franchises will be considered by the City of Flint. In the event multiple bids are submitted in violation of this provision, the City will have the right to determine which bid will be considered, or at its sole option, reject all such multiple bids.
- 6) **WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the date and time set for the opening of bids. No Bid may be withdrawn after the deadline for submission.
- 7) **REJECTION/GOOD STANDING:** The City of Flint reserves the right to reject any or all bids, or to accept or reject any bid in part, and to waive any minor informality or irregularity in bids received if it is determined by the City of Flint, or their designee, that the best interest of the City will be served by doing so. No Bid will be considered from any person, firm or corporation in arrears or in default to the City on any contract, debt, taxes or other obligation, or if the Bidder is debarred by the City of Flint from consideration for a contract award.
- 8) **PROCUREMENT POLICY:** Procurement for the City of Flint will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City. The City of Flint and their officials have the vested authority to execute a contract, subject to City Council and Mayoral approval where required.
- 9) **BID SIGNATURES:** Bids must be signed by an authorized official of the Bidder. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the City of Flint if the Bidder is determined to be the lowest Responsive and Responsible Bidder.
- 10) **CONTRACT AWARD/SPLIT AWARDS:** The City of Flint reserves the right to award by item, group of items, or total bid to the lowest responsive, responsible Bidder. The Bidder to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the bid, intent to recommend award of a contract, and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the bid if a separate Agreement is required to be executed. After a final award of the Agreement by the City of Flint, the Contractor/Vendor must execute and perform said Agreement. All bids must be firm for at least 120 days from the due date of the bid. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommendation for award, then the City may recommend the next lowest responsive and responsible Bidder.

- 11) **NO ITB RESPONSE:** Bidders who receive this ITB but who do not submit a bid should return this ITB package stating the reason(s) for not responding. Failure to return this form may result in removal of the Bidder's name from all bidder lists.
- 12) **FREEDOM OF INFORMATION ACT REQUIREMENTS:** Bids are subject to public disclosure after the deadline for submission in accordance with state law.
- 13) **ARBITRATION:** Contractor/Vendor agrees to submit to arbitration all claims, counterclaims, disputes and other matters in question arising out of or relating to this agreement or the breach thereof. The Contractor's agreement to arbitrate shall be specifically enforceable under the prevailing law of any court having jurisdiction to hear such matters. Contractor's obligation to submit to arbitration shall be subject to the following provisions:
 - (a) Notice of demand for arbitration must be submitted to the City in writing within a reasonable time after the claim; dispute or other matter in question has arisen. A reasonable time is hereby determined to be fourteen (14) days from the date the party demanding the arbitration knows or should have known the facts giving rise to his claim, dispute or question. In no event may the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claim dispute or other matters in question would be barred by the applicable statute of limitation.
 - (b) Within fourteen (14) days from the date demand for arbitration is received by the City, each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person; the three together shall then serve as a panel in all proceedings. Any decision concurred in by a majority of the three shall be a final binding decision.
 - (c) The final decision rendered by said arbitrators shall be binding and conclusive and shall be subject to specific enforcement by a court of competent jurisdiction.
 - (d) The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.
- 14) **BID HOLD:** The City of Flint may hold bids for a period of one hundred twenty - (120) days from opening, for the purpose of reviewing the results and investigating the qualifications of bidders prior to making an award.
- 15) **NONCOMPLIANCE:** Failure to deliver in accordance with specifications will be cause for the City of Flint and they may cancel the contract or any part thereof and purchase on the open market, charging any additional cost to the Contractor/Vendor.
- 16) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP:** Nothing contained in these documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.

- 17) **ERRORS AND OMISSIONS:** Bidder is not permitted to take advantage of any obvious errors or omissions in specifications.
- 18) **INTERPRETATION:** In the event that any provision contained herein shall be determined by a court of competent jurisdiction or an appropriate administrative tribunal to be contrary to the provision of law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal having jurisdiction over this Agreement and the interpretation thereof, or the parties hereto, so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision.
- 19) **LAWS AND ORDINANCES:** The bidder shall obey and abide by all of the laws, rules and regulations of the Federal Government, State of Michigan, Genesee County and the City of Flint, applicable to the performance of this agreement, including, but not limited to, labor laws, and laws regulating or applying to public improvement, local government, and its operational requirements.
- 20) **LOCAL PREFERENCE:** Bidders located within the corporate city limits of Flint, Michigan may be given a seven percent (7%) competitive price advantage. Bidders located within the corporate boundaries of Genesee County may be given a three and half percent (3-1/2%) competitive price advantage.
- 21) **MATERIAL WORKMANSHIP AND STANDARDS OF PERFORMANCE:** The bidder agrees to exercise independent judgment and to complete performance under this Agreement in accordance with sound professional practices. In entering into this Agreement, the City is relying upon the professional reputation, experience, certification and ability of the bidder. The bidder agrees that all of the obligations required by him pursuant to this Agreement shall be performed by him or by other employed by him and working under his direction and control. The continued effectiveness of this Agreement during its term or any renewal term shall be contingent, in part, upon the bidder maintaining his operating qualifications in accordance with the requirements of federal, state and local laws. All materials furnished must be new, of latest model and standard first grade quality, or best workmanship and design, unless otherwise expressly specified. Bidder, if required, must furnish satisfactory evidence of quality materials; offers of experimental or unproven equipment may be disregarded.
- 22) **MODIFICATIONS/CHANGES/PRICE VARIATIONS:** Any modification to this agreement must be in writing and signed by the authorized employee, officer, board or council representative authorized to make such modifications pursuant to the State law and local ordinances. Commodities subject to market price variation shall be considered on all term agreements subject to a 30-day advance written notification from the vendor. Such notice must be substantiated by a written price change from the manufacturer and shall be required for both price increases and decreases.
- 23) **NON-COLLUSION:** The bidder acknowledges that by signing this document that he/she is duly authorized to make said offer on behalf of the company he/she represents and that said bid is genuine and not sham or collusive and not made in the interests or on behalf of any person not therein named, and that he/she and said bidder have not directly induced or solicited any other person(s) or corporation to refrain from responding to this solicitation and that he/she and said bidder have not in any manner sought by collusion to secure to himself/herself and said bidder any advantage over any other bidder.
- 24) **NON-DISCRIMINATION:** Pursuant to the requirements of 1976 P.A. 453 (Michigan Civil Rights Act) and 1976 P.A. 220 (Michigan Handicapped Rights Act), the local unit and its agent agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a handicap that is unrelated to the person's ability to perform the duties of nondiscrimination provision identical to this provision and binding upon any and all contractors and subcontractors. A breach of

this covenant shall be regarded as a material breach of this contract.

- 25) **SUBCONTRACTING:** No subcontract work shall be started prior to the written approval of the subcontractor by the City. The City reserves the right to accept or reject any subcontractor.
- 26) **UNION COMPLIANCE:** Contractor agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services or personnel to be furnished by the City.
- 27) **WAIVER:** Failure of the City to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.
- 28) **JURISDICTION OF OMBUDSMAN:** Any person, business or other entity submitting a bid or proposal in response to a request by the City consents to be subject to the jurisdiction of the Ombudsman of the City of Flint and to comply with the respective Charter provisions governing the Ombudsman's duties, jurisdiction and powers.
- 29) **PREVAILING WAGE:** The successful bidder providing any contractual labor services must comply with all requirements and pay prevailing wages and fringe benefits on this project per the City's Resolution R-12 adopted 4/8/91. The bidder is aware of City of Flint Resolution #R-12 dated April 8, 1991, a copy of which is annexed hereto and incorporated herein, and agrees to abide by all of the applicable covenants and requirements set forth in said resolution.
- 30) **CITY INCOME TAX WITHHOLDING:** Contractor and any subcontractor engaged in this contract shall withhold from each payment to his employees the City income tax on all of their compensation subject to tax, after giving effect to exemptions, as follows:
 - (a) Residents of the City:
At a rate equal to 1 % of all compensation paid to the employee who is a resident of the City of Flint.
 - (b) Non-residents:
At a rate equal to 1/2% of the compensation paid to the employee for work done or services performed in the City of Flint.

These taxes shall be held in trust and paid over to the City of Flint in accordance with City ordinances and State law. Any failure to do so shall constitute a substantial and material breach of this contract.
- 31) **CONTRACT/PROCUREMENT DOCUMENTS:** The invitation for bids, instructions to bidders, proposal, affidavit, addenda (if any), statement of bidder's qualifications (when required), general conditions, special conditions, performance bond, labor and material payment bond, insurance certificates, (if required), technical specifications, and drawings, together with this agreement, form the contract, and they are as fully a part of the contract as if attached hereto or repeated herein.
- 32) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP WITH SUBCONTRACTORS:** Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
- 33) **EFFECTIVE DATE:** Any agreement between the City and the contractor shall be effective upon the date that it is executed by all parties hereto.
- 34) **FORCE MAJEURE:** Neither party shall be responsible for damages or delays caused by Force

Majeure nor other events beyond the control of the other party and which could not reasonably have anticipated the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue.

- 35) **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Flint, its elected and appointed officials, employees and volunteers and other working on behalf of the City of Flint, including the Project Manager, against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Flint, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Flint, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which may arise as a result of Contractor's acts, omissions, faults, and negligence or that of any of his employees, agents, and representatives in connection with the performance of this contract. Should the Contractor fail to indemnify the City in the above-mentioned circumstances, the City may exercise its option to deduct the cost that it incurs from the contract price forthwith.
- 36) **INDEPENDENT CONTRACTOR:** No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Contractor is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Contractor is not entitled to any benefits not otherwise specified herein.
- 37) **NO THIRD-PARTY BENEFICIARY:** No contractor, subcontractor, mechanic, material man, laborer, vendor, or other person dealing with the principal Contractor shall be, nor shall any of them be deemed to be, third-party beneficiaries of this contract, but each such person shall be deemed to have agreed (a) that they shall look to the principal Contractor as their sole source of recovery if not paid, and (b) except as otherwise agreed to by the principal Contractor and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and such person, each such person shall be deemed to have waived in writing all rights to seek redress from the City under any circumstances whatsoever.
- 38) **NON-ASSIGNABILITY:** Contractor shall not assign or transfer any interest in this contract without the prior written consent of the City provided, however, that claims for money due or to become due to Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- 39) **NON-DISCLOSURE/CONFIDENTIALITY:** Contractor agrees that the documents identified herein as the contract documents are confidential information intended for the sole use of the City and that Contractor will not disclose any such information, or in any other way make such documents public, without the express written approval of the City or the order of the court of appropriate jurisdiction or as required by the laws of the State of Michigan.
- 40) **RECORDS PROPERTY OF CITY:** All documents, information, reports and the like prepared or generated by Contractor as a result of this contract shall become the sole property of the City of Flint.
- 41) **SEVERABILITY:** In the event that any provision contained herein shall be determined by a court or administrative tribunal to be contrary to a provision of state or federal law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision. The invalidation of one or more terms of this contract

shall not affect the validity of the remaining terms.

- 42) **TERMINATION:** This contract may be terminated by either party hereto by submitting a notice of termination to the other party. Such notice shall be in writing and shall be effective 30 days from the date it is submitted unless otherwise agreed to by the parties hereto. Contractor, upon receiving such notice and prorated payment upon termination of this contract shall give to the City all pertinent records, data, and information created up to the date of termination to which the City, under the terms of this contract, is entitled.
- 43) **TIME PERFORMANCE:** Contractor's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.
- 44) **EVALUATION OF BIDS/PROPOSALS:** In the City's evaluation of bids/proposals, at minimum; cost, serviceability, financial stability, and all requirements set forth in this document shall be considered as selection and award criteria unless otherwise as specified.
- 45) **BID BOND:** A bid bond, certified check, or cashier's check made payable to Treasurer, City of Flint", in an amount representing five percent (5) of the bid will be required. Bidder's check will be returned in one hundred twenty (120) days from date of bid opening or after contract award, whichever is first.
- 46) **BONDS - PAYMENT AND PERFORMANCE:** The City of Flint may request that before any contract, exceeding \$50,000.00 for the construction, alteration, or repair of any public building or public work or improvement of the state or a county, city, village, township, school district, public educational institution, other political subdivision, public authority, or public agency hereinafter referred to as the "governmental unit", is awarded, the proposed contractor, hereinafter referred to as the "principal contractor", shall furnish at his or her own cost to the governmental unit a performance bond and a payment bond which shall become binding upon the award of the contract to the principal contractor. However, if the principal contractor is a common carrier as defined in section 3 of Act No. 300 of the Public Acts of 1909, as amended, being section 462.3 of the Michigan Compiled Laws, or the designated operator of a state subsidized railroad, the principal contractor may provide an irrevocable letter of credit from a state or national bank or a state or federally chartered savings and loan association instead of the bonds. Neither the invitation for bids, nor any person acting, or purporting to act, on behalf of the governmental unit shall require that the bonds be furnished by a particular bank or surety company, or through a particular agent or broker, or through a bank, company, agent, or broker in any particular locality.

Payment Bond

The payment bond shall be in a minimum amount of 25% of the contract amount solely for the protection of claimants, as defined in section 6, supplying labor or materials to the principal contractor or his subcontractors in the protection of the work provided for in the contract. Payment bond shall be set by the City of Flint and shall be agreed upon by parties of any contract.

Performance Bond

The performance bond shall be in a minimum amount of 25% of the contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and terms thereof. The bond shall be solely for the protection of the governmental unit awarding the contract. Performance bond shall be set by the City of Flint and shall be agreed upon by parties of any contract.

- 47) **INSURANCE/WORKER' COMPENSATION:** Contractor shall not commence work under this contract until he has procured and provided evidence of the insurance required under this section. All coverage shall be obtained from insurance companies licensed and authorized to do business in the State of Michigan unless otherwise approved by the City's Risk Manager. Policies shall be reviewed by the City's Risk Manager for completeness and limits of coverage. All coverage shall be with insurance carriers acceptable to the City of Flint. Contractor shall maintain the following insurance coverage for the duration of the contract.

- (a) Commercial General Liability coverage of not less than one million dollars (\$1,000,000) combined single limit with the City of Flint, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as "Additional Insureds." This coverage shall be written on an ISO occurrence basis form and shall include: Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products and Completed Operations, Independent Contractors; Broad Form Commercial General Liability Endorsement, (XCU) Exclusions deleted and a per contract aggregate coverage. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing, or excess.
- (b) Workers Compensation Insurance in accordance with Michigan statutory requirements, including Employers Liability coverage.
- (c) Commercial Automobile Insurance in the amount of not less than \$1,000,000 combined single limit per accident with the City of Flint, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as "Additional Insureds." This coverage shall be written on ISO business auto forms covering Automobile Liability, code "any auto."
- (d) Professional Liability - Errors and Omissions. All projects involving the use of Architects, civil engineers, landscape design specialists, and other professional services must provide the City of Flint with evidence of Professional Liability coverage in an amount not less than one million dollars (\$1,000,000). Evidence of this coverage must be provided for a minimum of three years after project completion. Any deductibles or self-insured retention must be declared to and approved by the City. In addition, the total dollar value of all claims paid out on the policy shall be declared. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention with respect to the City, its officials, employees, agents and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim, administration, and defense expenses.

Contractor shall furnish the City with two certificates of insurance for all coverage requested with original endorsements for those policies requiring the Additional Insureds. All certificates of insurance must provide the City of Flint with not less than 30 days advance written notice in the event of cancellation, non-payment of premium, non-renewal, or any material change in policy coverage. In addition, the wording "Endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" must be removed from the standard ACORD cancellation statement. These certificates must identify the City of Flint, Risk Management Division, as the "Certificate Holder." Contractor must provide, upon request, certified copies of all insurance policies. If any of the above policies are due to expire during the term of this contract, Contractor shall deliver renewal certificates and copies of the new policies to the City of Flint at least ten days prior to the expiration date. Contractor shall ensure that all subcontractors utilized obtain and maintain all insurance coverage required by this provision.

Any questions regarding the scope and requirements of this solicitation should be directed CONTACT ROBERT J. CASE, WPC SUPERVISOR OR MARK FULKS, P.E., FACILITY ENGINEER. TELEPHONE: 810-766-7210. Questions regarding the bid process may be directed to Bryan Bond @ (810) 766-7340 opt.1.

Sincerely,

A handwritten signature in black ink, appearing to read "Bryan Bond". The signature is written in a cursive style with a large, looped initial "B".

Department of Purchases-Supplies

BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

City of Flint
1101 S. Saginaw Street
Flint, MI 48502

BID

BID DUE DATE: _____

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER: _____

DATE (Not later than bid due date): _____

PENAL SUM: _____

(Words)

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)
(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title

Attest: _____
Signature and Title

Attest: _____
Signature and Title

- Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

3.2. All Bids are rejected by OWNER, or

3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award

including extensions shall not in the aggregate exceed 90 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

**CITY OF FLINT
WATER POLLUTION CONTROL FACILITY
BID SPECIFICATIONS SHEET**

REMOVAL OF ASH FROM THE SOUTH LAGOON

1. Due to the nature of this bid, the City requires a 5% bid bond with the bid and a 100% performance bond.
2. All bidders may submit the appropriate Equal Employment Opportunity Compliance forms with the bid. The city will furnish all necessary EEO compliance forms by fax upon bidder request. Please contact the City of Flint, Purchasing Office at (810)-766-7340.
3. The ash is classified as non-hazardous. TCLP test results for the ash are attached.
4. A complete bid must be submitted, which includes the **total cost per cubic yard** to remove the ash from the South Lagoon. This price will **include** both the cost to remove the ash from the site and transport and dispose of it in an approved Class II landfill (including all tipping fees).
5. Complete documentation of costs will include both weight and volume verification to verify disposed amounts before payment will be made. Weigh tickets from the landfill will be required for each load. The ash will be hauled to Class II sanitary landfill approved by the MDEQ (Michigan Department of Environmental Quality) and the EPA.
6. Under no circumstances will the clay liner at the bottom of the lagoon (elevation 703.0') be breached. The contractor must insure that no clay is removed with the ash.
7. Only experienced firms are deemed qualified. A complete list of all subcontractors and their role in the project must be stated in the bid. A listing of previous customers should be attached to bid documents to demonstrate at least 5 years of experience in this field.
8. The maximum 20,000 cubic yard total refers to the maximum amount of ash to be removed from the South Lagoon. Quantities are not guaranteed.
9. Successful bidder will comply with all State and Federal laws necessary to appropriately remove, transport and dispose of the ash and weed growth.

ANALYTICAL REPORT

Brad Hill
CITY OF FLINT
Water Pollution Control
G-4652 Beecher Road
Flint, MI 48532

05/27/2004

Job Number 04 08806

Flint HPCF Contract Env Monitoring Serv
Sludge Ash

Enclosed is the Analytical Report for the following samples submitted to the Pontiac Division of TestAmerica, Inc for analysis

Sample Number	Sample Description	Date Taken	Date Received
932 095	Sludge Ash	05/06/2004	05/07/2004

TestAmerica Inc certifies that the analytical results contained herein apply only to the specific samples analyzed. Reproduction of this analytical report is permitted only in its entirety. All samples will be discarded after thirty days unless otherwise notified.


Susan K. Schafar
Project Manager

ANALYTICAL REPORT

Brad Hill
CITY OF FLINT

05/27/200

Job Number: 04.08806
Sample Number: 932095

Page: 2 of 3
Sample Description: Sludge Ash

Parameter	Result	tJmt	Regulatory Criteria	Date Prepared	Date Analyzed	Lab lech.	Methodology
Paint Filter (Free liquids)	Fails test	units	pass/fail		05/12/2004	anb	SW 9095A
Reactive Sulfide	<12S	mg/kg	500.	05/18/2004	05/18/2004	sib	SW 7.3.4.1
Reactive Cyanide	<25	mg/kg	250.	05/18/2004	05/19/2004	sib	SW 7.3.3.2
Corrosivity (pH)	8.00	S.U.	<2.5->12.5		05/10/2004	kkh	SW 9040
Ignitability of Solids	>164	Degree F	<140		05/18/2004	anb	SW 1010 (Mod)
VOLATILES - TCLP							
TCLP-Benzene	<0.200	mg/L	0.5		05/11/2004	JPP	SW 8260B
TCLP-Carbon tetrachloride	<0.200	mg/L	0.5		05/11/2004	JPP	SW 8260B
TCLP-Chlorobenzene	<0.200	mg/L	100		05/11/2004	JPP	SW 8260B
TCLP-Chloroform	<0.200	mg/L	6.0		05/11/2004	JPP	SW 8260B
TCLP-1,2-Dichloroethane	<0.200	mg/L	0.5		05/11/2004	JPP	SW 8260B
TCLP-1,1-Dichloroethene	<0.200	mg/L	0.7		05/11/2004	JPP	SW 8260B
TCLP-Methyl ethyl ketone (MEK)	<2.50	mg/L	200		05/11/2004	JPP	SW 8260B
TCLP-Tetrachloroethene	<0.200	mg/L	0.7		05/11/2004	JPP	SW 8260B
TCLP-Trichloroethene	<0.200	mg/L	0.5		05/11/2004	JPP	SW 8260B
TCLP-Vinyl chloride	<0.200	mg/L	0.2		05/11/2004	JPP	SW 8260B
BASE NEUTRAL COMPOUNDS - TCLP							
TCLP-1,4-Dichlorobenzene	<0.100	mg/L	7.5	05/12/2004	05/24/2004	jdm	SW 8270C
TCLP-2,4-Dinitrotoluene	<0.100	mg/L	0.13		05/24/2004	jdm	SW 8270C
TCLP-Hexachlorobenzene	<0.100	mg/L	0.13		05/24/2004	2dm	SW 8270C
TCLP-Hexachlorobutadiene	<0.100	mg/L	0.5		05/24/2004	jdm	SW 8270C
TCLP-Hexachloroethane	<0.100	mg/L	3.0		05/24/2004	jdm	SW 8270C
TCLP-Nitrobenzene	<0.100	mg/L	2.0		05/24/2004	jdm	SW 8270C
TCLP-Pyridine	<0.100	mg/L	5.0		05/24/2004	jdm	SW 8270C
ACID COMPOUNDS - TCLP							
TCLP ortho-Methylphenol	<0.100	mg/L	200	05/12/2004	05/24/2004	jdm	SW 8270C
TCLP meta & para-Methylphenol	<0.100	mg/L	200		05/24/2004	jdm	SW 8270C
TCLP-Pentachlorophenol	<0.100	mg/L	100		05/24/2004	jdm	SW 8270C
TCLP 2,4,5-Trichlorophenol	<0.100	mg/L	400		05/24/2004	jdm	SW 8270C
TCLP 2,4,6-Trichlorophenol	<0.100	mg/L	2.0		05/24/2004	jdm	SW 8270C
PESTICIDES - TCLP							
TCLP-Chlordane	<0.00250	mg/L	0.03	05/15/2004	05/21/2004	jdc	SW 8081A
TCLP-Endrin	<0.00250	mg/L	0.02		05/21/2004	jdc	SW 8081A
TCLP-Heptachlor	<0.00250	mg/L	0.008		05/21/2004	jdc	SW 8081A
TCLP-Heptachlor Epoxide	<0.00250	mg/L	0.008		05/21/2004	jdc	SW 8081A
TCLP-Lindane	<0.00250	mg/L	0.4		05/21/2004	jdc	SW 8081A
TCLP-Methoxychlor	<0.00250	mg/L	10.0		05/21/2004	jdc	SW 8081A
TCLP-Toxaphene	<0.00625	mg/L	0.5		05/21/2004	jdc	SW 8081A

ANALYTICAL REPORT

Brad Hill
CITY OF FLINT

05/27/2004

Job Number: 04.08806
Sample Number: 93209S

Page 3 of 3
Sample Description Sludge Ash

Parameter	Result	Unit	Regulatory Criteria	Date Prepared	Date Analyzed	Lab Tech.	Method	Note
HERBICIDES - TCLP				05/15/2004				
TCLP-2,4-D	<0.100	mg/L	10.0		05/17/2004	sub	SW 8151	
TCLP-2,4,5-TP (Sllvex)	<0.010	mg/L	1.0		05/17/2004	sub	S 8151	
TCLP - Arsenic, ICP	<0.50	mg/L	5.0	05/17/2004	05/19/2004	epk	SW 6010	
TCLP - Barium, ICP	<0.50	mg/L	100	05/17/2004	05/19/2004	epk	SW 6010	
TCLP - Cadmium, ICP	<0.05	mg/L	1.0	05/17/2004	05/19/2004	epk	SW 6010	
TCLP - Chromium, ICP	<0.20	mg/L	5.0	05/17/2004	05/19/2004	epk	SW 6010	
TCLP - Lead, ICP	<0.40	mg/L	5.0	05/17/2004	05/19/2004	epk	SW 6010	
- Mercury TCLP -	<0.0010	mg/L	0.2	05/18/2004	05/19/2004	llr	SW 7470	
Selenium, ICP	<0.50	mg/L	1.0	05/17/2004	05/19/2004	epk	SW 6010	
TCLP - Silver, ICP	<0.20	mg/L	5.0	05/17/2004	05/19/2004	epk	SW 6010	

Test America

ANALYTICAL TESTING CORPORATION

339 W. WAWON BLVD. • PONTIAC, MI 48340 • PHONE 248-332-1940 • FAX

05/27/2004

Brad Hill
CITY OF FLINT
Water Pollution Control
G-4652 Beecher Road
Flint, MI 48532

Enclosed is the Quality Control data for the following samples submitted to TestAmerica, Inc. - Pontiac for analysis:

JOB NUMBER: 04.08806
PROJECT DESCRIPTION: Flint WPCF Contract Env Monitoring Serv
JOB DESCRIPTION: Sludge Ash

NET SAMPLE	SAMPLE DESCRIPTION	DATE TAKEN	DATE RECEIVED
932095	Sludge Ash	05/06/2004	05/07/2004

This Quality Control report is generated on a batch basis. All information contained in this report is for the analytical batch(es) in which your sample(s) were analyzed.


Susan K. Schaf
Project Manager

Quality Control Report Blanks

Brad Hill
CITY OF FLINT
Water Pollution Control
G-4652 Beecher Road
Flint, MI 48532

Job Number: 04.08806
Report Date: 05/27/2004
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taalyte	Prep Batch Number	Run Batch Number	Blank Result	Units	Date Prepped	Date Analyzed
TCLP - Arsenic, ICP	4278	5192	<0.10	mg/L	05/17/2004	05/18/2004
TCLP - Arsenic, ICP		5192	<0.050	mg/L		05/18/2004
TCLP - Barium, ICP	4278	5167	<0.020	mg/L	05/17/2004	05/18/2004
TCLP - Barium, ICP		5167	<0.020	mg/L		05/18/2004
TCLP - Cadmium, ICP	4278	5126	<0.020	mg/L	05/17/2004	05/18/2004
TCLP - Cadmium, ICP		5126	<0.020	mg/L		05/18/2004
TCLP - Chromium, ICP	4278	5107	<0.040	mg/L	05/17/2004	05/18/2004
TCLP - Chromium, ICP		5107	<0.020	mg/L		05/18/2004
TCLP - Lead, ICP	4278	5122	<0.040	mg/L	05/17/2004	05/18/2004
ICLP - Lead, ICP		5122	<0.020	mg/L		05/18/2004
TCLP - Mercury	2496	2568	<0.0002	mg/L	05/18/2004	05/19/2004
TCLP - Selenium, ICP	4278	5170	<0.10	mg/L	05/17/2004	05/18/2004
TCLP - Selenium, ICP		5170	<0.050	mg/L		05/18/2004
TCLP - Silver, ICP	4278	5438	<0.020	mg/L	05/17/2004	05/18/2004
TCLP - Silver, ICP		5438	<0.040	mg/L		05/18/2004
Reactive Sulfide	272	666	<125	mg/kg	05/18/2004	05/18/2004
Reactive Cyanide	585	652	<25	mg/kg	05/18/2004	05/19/2004
VDLATILES - TCLP						
TCLP-Benzene		6714	<1.0	ug/L		05/11/2004
TCLP-Methyl ethyl ketone (MEK)		6714	<12.5	ug/L		05/11/2004
TCLP-Carbon tetrachloride		6714	<1.0	ug/L		05/11/2004
TCLP-Chlorobenzene		6714	<1.0	ug/L		05/11/2004
TCLP-Chloroform		6714	<1.0	ug/L		05/11/2004
TCLP-1,2-Dichloroethane		6714	<1.0	ug/L		05/11/2004
TCLP-1,1-Dichloroethene		6714	<1.0	ug/L		05/11/2004
TCLP-Tetrachloroethene		6714	<1.0	ug/L		05/11/2004
TCLP-Trichloroethene		6714	<1.0	ug/L		05/11/2004
TCLP-Vinyl chloride		6714	<1.0	ug/L		05/11/2004
Surrogate: d4-1,2-DCA		6714	101	%		05/11/2004
Surrogate: d8-Toluene		6714	100	%		05/11/2004
Surrogate: BFB		6714	103	%		05/11/2004
BASE NEUTRAL COMPOUNDS - TCLP						
TCLP-1,4-Dlchlorobenzene	1943	4103	<5	ug/L	05/12/2004	05/14/2004
TCLP-2,4-Dinitrotoluene	1943	4103	<5	ug/L	05/12/2004	05/14/2004
TCLP-Hexachlorobenzene	1943	4103	<5	ug/L	05/12/2004	05/14/2004
TCLP-Hexachlorobutadiene	1943	4103	<5	ug/L	05/12/2004	05/14/2004
TCLP-Hexachloroethane	1943	4103	<5	ug/L	05/12/2004	05/14/2004
TCLP-Nitrobenzene	1943	4103	<5	ug/L	05/12/2004	05/14/2004
TCLP-Pyridme	1943	4103	<10	ug/L	05/12/2004	05/14/2004

Quality Control Report Blanks

Brad Hill
CITY OF FLINT
Water Pollution Control
G-4652 Beecher Road
Flint, MI 48532

Job Number: 04.08806
Report Date: 05/27/2004
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Analyte	Prep Batch Number	Run Batch Number	Blank Result	Units	Date Prepped	Date Analyzed
Surrogate: d5-Nitrobenzene	1943	4103	85	%	05/12/2004	05/14/2004
Surrogate: 2 -Fluorobiphenyl	1943	4103	79	%	05/12/2004	05/14/2004
Surrogate: dl4-Terphenyl ACID	1943	4103	68	%	05/12/2004	05/14/2004
COMPOUNDS - TCLP TCLP ortho- Methylphenol TCLP tmeta & para-Methylphenol TCLP-	1943	4103	<10	ug/L	05/12/2004	05/14/2004
Pentachlorophenol TCLP 2,4,5-	1943	4103	<10	ug/L	05/12/2004	05/14/2004
Trichlorophenol TCLP 2,4,6-	1943	4103	<10	ug/L	05/12/2004	05/14/2004
Trichlorophenol Surrogate:	1943	4103	<10	ug/L	05/12/2004	05/14/2004
d6-Phenol Surrogate: 2-	1943	4103	73	%	05/12/2004	05/14/2004
Fluorophenol Surrogate:	1943	4103	74	%	05/12/2004	05/14/2004
Tribroroaphenol HERBICIDES - TCLP TCLP-2.4-D	1943	4103	77	%	05/12/2004	05/14/2004
TCLP-2,4,5-TP (Silvex)	613	745	<0.100	mg/L	05/15/2004	05/17/2004
Surrogate: DCAA	613	745	<0.010	mg/L	05/15/2004	05/17/2004
	613	745	58	%	05/15/2004	05/17/2004

Quality Control Report Laboratory Control Standard

Brad Hill
CITY OF FLINT
Water Pollution Control
G-4652 Beecher Road
Flint, MI 48532

Job Number: 04.08806
Report Date: 05/27/2004
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LCS/LCS Dups do not apply to all parameters and are used in place of MS/MSD for precision determinations when sample volume is unavailable for spiking a client sample.

Analyte	Prep Batch No.	Run Batch No.	Date Analyzed	LCS True Cone	LCS Cone Found	LCS % Rec.	LCS Found	LCS Rec
CLP - Arsenic, ICP	4278	5192	05/18/2004	1.00	1.03	103		
CLP - Barium, ICP	4278	5167	05/18/2004	1.00	1.05	105		88
CLP - Cadmium, ICP	4278	5126	05/18/2004	1.00	1.04	104		80
CLP - Chromium, ICP	4278	5107	05/18/2004	1.00	1.05	105		00 00 00
CLP - Lead, ICP	4278	5122	05/18/2004	1.00	1.06	106		86 -
CLP - Mercury	2496	2568	05/19/2004	0.00200	0.00195	98		89 -
CLP - Selenium, ICP	4278	5170	05/18/2004	1.00	1.04	104		
CLP - Silver, ICP	4278	5438	05/18/2004	1.00	0.981	98		81
reactive Sulfide	272	666	05/18/2004	250	256.4	103		84 - 110
reactive Cyanide	585	652	05/19/2004	500	580	116		2.9 - 1.0 in n C1-213 25
OLATILES - TCLP								75
CLP-Benzene		6714	05/11/2004	20	18.8	94		74
CLP-Chlorobenzene		6714	05/11/2004	20	18.9	94		71
CLP-1,1-Dichloroethene		6714	05/11/2004	20	16.4	82		76
CLP-Trichloroethene		6714	05/11/2004	20	18.7	94		
urrogate: d4-1,2-DCA		6714	05/11/2004	50	50.2	100		
urrogate: d8-Toluene		6714	05/11/2004	50	49.6	99		
urrogate: BFB		6714	05/11/2004	50	52.0	104		
ASE NEUTRAL COMPOUNDS - TCLP								54 - 99 50 74 - 126 50
CLP-1,4-Dichlorobenzene	1943	4103	05/14/2004	50	38.4	77		
CLP-2,4-Dinitrotoluene	1943	4103	05/14/2004	50	47.1	94		
urrogate: d5-Nitrobenzene	1943	4103	05/14/2004	100	79.8	80		
urrogate: 2-Fluorobiphenyl	1943	4103	05/14/2004	100	74.3	74		
urrogate: d14-Terphenyl	1943	4103	05/14/2004	100	71.9	72		55 - 122 50
CID COMPT3UNDS - TCLP								
CLP-PentEichlorophenol	1943	4103	05/14/2004	50	37.7	75		
urrogate: d6-Phenol	1943	4103	05/14/2004	200	115.2	58		
urrogate: 2-Fluorophenol	1943	4103	05/14/2004	200	122.6	61		
urrogate: Tribromophenol	1943	4103	05/14/2004	200	154.5	77		
ERBICIDES - TCLP								
CLP-2,4-D	613	745	05/17/2004	0.500	0.440	88		
CLP-2,4,5-TP (Silvex)	613	745	05/17/2004	0.500	0.410	82		

Quality Control Report Continuing Calibration Verification

Brad Hill
CITY OF FLINT
Water Pollution Control
G-4652 Beecher Road
Flint, MI 48532

Job Number: 04.0880S
Report Date: 05/27/2004
Page: 5 of 8

Analyte	Run Batch Number	CCV True Cone.	CCV Cone. Result	% Rec.	Control Limits
TCLP - Arsenic, ICP	5192	1.00	1.02	102	90 - 110
TCLP - Barium, ICP	5167	1.00	1.02	102	90 - 110
TCLP - Cadmium, ICP	5126	1.00	1.00	100	90 - 110
TCLP - Chromium, ICP	5107	1.00	1.01	101	90 - 110
TCLP - Lead, ICP	5122	1.00	1.00	100	90 - 110
TCLP - Mercury	2568	0.00500	0.00454	91	80 - 120
TCLP - Selenium, ICP	5170	1.00	1.01	101	90 - 110
TCLP - Silver, ICP	5438	1.00	0.996	100	90 - 110
Reactive Cyanide	652	0.250	0.261	104	90 - 110
Reactive Cyanide	652	0.250	0.262	105	90 - 110
Reactive Cyanide	652	0.250	0.261	104	90 - 110
Corrosivity (pH)	923	7.0	7.05	101	
Ignitability of Solids	240	27.0	27.6	102	
VOLATILES - TCLP	6714	50	50.4	101	80 - 120
TCLP-Benzene	6714	50	50.1	100	80 - 120
TCLP-Chlorobenzene	6714	50	51.1	102	80 - 120
TCLP-Chloroform	6714	50	51.1	102	80 - 120
TCLP-1,1-Dichloroethene	6714	50	50.3	101	80 - 120
TCLP-Vinyl chloride	6714	50	48.2	96	80 - 120
BASE NEUTRAL COMPOUNDS - TCLP	4114	50.0	48.0	96	80 - 120
TCLP-1,4-Dichlorobenzene	4114	50.0	49.9	100	80 - 120
TCLP-1,4-Dichlorobenzene	4114	50.0	47.7	95	80 - 120
TCLP-Hexachlorobutadiene	4114	50.0	51.5	103	80 - 120
TCLP-Hexachlorobutadiene	4114	50.0	48.0	96	80 - 120
BASE NEUTRAL COMPOUNDS - TCLP	4114	50.0	48.0	96	80 - 120
TCLP-1,4-Dichlorobenzene	4114	50.0	47.7	95	80 - 120
TCLP-Hexachlorobutadiene	4114	50.0	47.7	95	80 - 120
ACID COMPOUNDS - TCLP	4114	50.0	51.3	103	80 - 120
TCLP-Pentachlorophenol	4114	50.0	46.5	93	80 - 120
TCLP-Pentachlorophenol	4114	50.0	48.6	97	80 - 120
TCLP 2,4,6-Trichlorophenol	4114	50.0	50.8	102	80 - 120
TCLP 2,4,8-Trichlorophenol	4114	50.0	50.8	102	80 - 120
ACID COMPOUNDS - TCLP	4114	50.0	51.3	103	80 - 120
TCLP-Pentachlorophenol	4114	50.0	50.8	102	80 - 120
TCLP 2,4,6-Trichlorophenol	4114	50.0	50.8	102	80 - 120
PESTICIDES - TCLP	3419	1.00	1.02	102	
TCLP-Endrin	3419	1.00	1.02	102	
TCLP-Heptachlor	3419	1.00	1.04	104	
TCLP-Lindane	3419	1.00	0.97	97	
TCLP-Methoxychlor	3419	1.00	0.97	97	

Quality Control Report Matrix Spike/Matrix Spike Duplicate

Brad Hill
CITY OF FLINT
Water Pollution Control
G-4652 Beecher Road
Flint, MI 48532

Job Number. 04 08806
Report Date: 05/27/2004
Page: 6 of 8

Matrix Spike/Matrix Spike Duplicate Samples may not be samples from this job.

Analyte	Sample Number	Prep Batch Number	Run Batch Number	MS % Rec.	MSD % Rec.	RPD	MS MS Limits	RPD Limit	Flags
TCLP - Arsenic, ICP	933174	4278	5192	107	108	0.9	75 - 125	20	
TCLP - Barium, ICP	933174	4278	5167	104	108	3.5	80 - 119	20	
TCLP - Cadmium, ICP	933174	4278	5126	104	105	1.0	75 - 125	20	
TCLP - Chromium, ICP	933174	4278	5107	106	107	0.9	83 - 117	20	
TCLP - Lead, ICP	933174	4278	5122	104	105	1.0	75 - 125	20	
TCLP - Mercury	931228	2496	2568	57	47	19	75 - 125	20	
TCLP - Selenium, ICP	933174	4278	5170	109	110	0.9	75 - 125	20	
TCLP - Sliver, ICP	933174	4278	5438	103	104	1.0	75 - 125	20	
Reactive Sulfide	932095	272	666	30	26	13	7 - 153	20	
Reactive Cyanide	932095	585	652	14	17	15	0 - 33	25	
VOLATILES - TCLP	932095								
TCLP-Benzene	932095		6714	95	95	0.0	75 - 123	25	
TCLP-Chlorobenzene	932095		6714	90	90	0.0	74 - 123	25	
TCLP-1,1-Dichloroethene	932095		6714	85	85	0.0	71 - 127	25	
TCLP-Trichloroethene	932095		6714	90	95	5.4	76 - 133	25	
BASE NEUTRAL COMPOUNDS - TCLP	932233								
TCLP-1,4-Dichlorobenzene	932233	1943	4114	76	82	7.6	41 - 95	50	
TCLP-2, 4-DimtrotoLuene	932233	1943	4114	88	88	0.0	63 - 132	50	
BASE NEUTRAL COMPOUNDS - TCLP	932233								
TCLP-1,4-Dichlorobenzene	932233		4114	76	82	7.6	41 - 95	50	
TCLP-2, 4-DimtrotoLuene	932233		4114	88	88	0.0	63 - 132	50	

X - Laboratory Control Standard is outside of control limits.
1 - MS and MSD recoveries outside of control limits

Quality Control Report Duplicates

Brad Hill
CITY OF FLINT
Water Pollution Control
G-4652 Beecher Road
Flint, MI 48532

Job Number: 04.08806
Report Date 05/27/2004
Page: 7 of B

Duplicates may not be samples from this job.

Analyte	Prep Batch Number	Run Batch Number	Sample Number	Original Analysis	Duplicate Analysis	Units	RPD	RPD Limit	Flag
Paint Filter (Free liquids)		113	932095	Fail	Fail	units			
Corrosivity (pH)		923	932095	8.00	8.06	S.U	0.7		
Ignitability of Solids		240	934480	<25.6	<25.6	Degree C			

QUALITY CONTROL

ORGANIC SURROGATE

Client: CITY OF FLINT
Job Number: 04.08806
Job Description: Sludge Ash

05/27/2004

Page: 8 of

A surrogate standard was spiked into all samples submitted for analysis. The following table lists the recovery values of the surrogate with the associated laboratory acceptance criteria.

Sample Number	Compound Surrogate	Surrogate % Recovery Su	Note
932095	Surrogate: d4-1,2-DCA	105	
932095	Surrogate: d8-Toluene	98	
932095	Surrogate: BFB	104	
932095	Surrogate: d5-Nitrobenze	90	
932095	Surrogate: 2-Fluorobiphe	96	
932095	Surrogate: d14-Terphenyl	87	
932095	Surrogate: dS-Phenol	49	
932095	Surrogate: 2-Fluoropheno	47	
932095	Surrogate: Tribromopheno	46	
932095	Surrogate: TCX	69	
932095	Surrogate: DCAR	58	

**CITY OF FLINT WATER POLLUTION CONTROL FACILITIES
ENVIRONMENTAL LABORATORY SERVICES SHIPPER/RECEIVER**

PROJECT NUMBER:						PROJECT NAME: Flint WPCF Contract Environmental Monitoring Services				
QTY	SAMPLE					SAMPLING LOCATION	NUMBER OF CONTAINERS	ANALYTICAL PARAMETERS	PRICE	
	NUMBER	DATE	TIME	TYPE	MEDIUM				UNIT	EXTENDED
1		05/06/04		24 HC	final effluent	COFWPCF final effluent line	2 bottles	Cd, Cu, Pb, Hg, Ag & amenable cyanide	\$79.80	\$79.80
1		05/05/04		24 HC	final effluent	COFWPCF final effluent line	2 bottles	PCB's (by EPA method 608)	\$84.00	\$84.00
1		05/06/04		Grab	Sludge ash	Same	2 x 1 L bottles	Free liquids by paint filter test & hazardous characteristics, cyanide & sulfide reactivity, ignitability, corrosivity, & toxicity (see note).	\$586.00	\$586.00
									TOTAL PRICE	\$749.80

SAMPLE CONDITION:			SAMPLE LOCATION:		
RELINQUISHED BY:	DATE: 05/07/04	TIME:	RECEIVED BY:	DATE:	TIME:
RECEIVED BY:	DATE: 05/07/04	TIME:	RELINQUISHED BY:	DATE:	TIME:
RELINQUISHED BY:	DATE:	TIME:	RECEIVED BY:	DATE:	TIME:
SPECIAL REQUESTS: For determining the toxicity characteristic, perform the TCLP and test the TCLP extracts for metals (As, Ba, Cd, Cr, Pb, Hg, Se & Ag), volatile and semi-volatile organics, and pesticides and herbicides.					
REPORT TO: Brad Hill, Environmental Compliance Supervisor, Water Pollution Control Facilities, G-4652 Beecher Rd., Flint MI 48532; 810-230-3152 (phone) and 810-230-3154 (fax).					

QC report audited by. on _ Invoice checked and forwarded by. on _ Data entered by. on

BID REQUIREMENTS / TABULATION

ASH CLEANING AND DISPOSAL OF ASH FROM THE CITY OF FLINT WATER POLLUTION CONTROL FACILITIES SOUTH ASH LAGOON.

PROVIDE THE NECESSARY TOOLS, PERSONNEL, AND HEAVY EARTH MOVING EQUIPMENT TO REMOVE APPROXIMATELY 14,000 TO 20,000 CUBIC YEARS OF SEWAGE SLUDGE INCINERATOR ASH MATERIALS FROM THE SOUTH ASH LAGOON AT WPCF. QUANTITIES ARE APPROXIMATE AND NOT GUARANTEED.

REMOVAL AND DISPOSAL OF ASH MATERIALS PER THE ATTACHED BID SPECIFICATIONS.

DRAWINGS AND SPECIFICATIONS ARE AVAILABLE AT THE CITY OF FLINT PURCHASING DEPARTMENT.

A MANDATORY PRE-BID MEETING AND WALK-THROUGH WILL BE SCHEDULED.

FOR FURTHER INFORMATION CONTACT ROBERT J. CASE, WPC SUPERVISOR OR MARK FULKS, P.E., FACILITY ENGINEER. TELEPHONE: 810-766-7210.

Item#	Description	Qty.	UOM	Unit Price	Ext'd Amt.
1	REMOVE AND DISPOSE OF ASH IN SOUTH LAGOON. PRICE TO INCLUDE BOTH THE COST TO REMOVE THE ASH FROM THE SITE AND TRANSPORT AND DISPOSE OF IN A CALSS II LANDFILL (INCLDUING ALL TIPPING FEES). BASED ON APPROX. MAX. QUANTITY OF 20,000 CUBIC YARDS. (QUANTITY IS APPROX. AND NOT GUARANTEED)	20,000	CYD.		
TOTAL					\$

Cash Discounts will be computed from the date of receipt of invoice. Prices firm unless stated otherwise by bidder. Delivery can be made in () days ARO (after receipt of order).

Terms: _____ Dest.: _____ Fed. ID #: _____
 (All Freight Terms are considered F.O.B., Prepaid unless otherwise noted by seller)

COMPANY NAME : _____

ADDRESS : _____

CITY/STATE/ZIP : _____

PHONE : _____ FAX: _____

SIGNED : _____ DATE: _____

Please submit original documents plus one copy.

New vendors are required to complete and submit an IRS W-9 Form with the City of Flint. Link is available at www.cityofflint.com/finance/purchasing.

Bid results may be viewed next business day online at www.cityofflint.com/finance/purchasing.

CITY OF FLINT, MICHIGAN

AFFIDAVIT

AFFIDAVIT FOR INDIVIDUAL

STATE OF

s.s.

COUNTY OF

.....being duly sworn, deposes and says that he is the person making the above bid; and that said bid is genuine and not sham or collusive, and is not made in the interest of or on behalf of any person not therein named, and that he has not directly or indirectly induced or solicited any bidder to put in a sham bid; that he has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that he has not in any manner sought by collusion to secure to himself any advantage over other bidders.

Subscribed and sworn to before me at....., in said County and State, this.....day of....., A. D. 20.....,

.....
*Notary Public,.....County,.....

My Commission expires....., 20.....

FOR CORPORATION

STATE OF

s.s.

COUNTY OF

.....being duly sworn, deposes and says

that he is.....of.....
(Official Title) (Name of Corporation)

a corporation duly organized and doing business under the laws of the State of..... the corporation making the within and foregoing bid; that he executed said bid in behalf of said corporation by authority of its Board of Directors; that said bid is genuine and not sham or collusive and is not made in the interests of or on behalf of any person not herein named, and that he has not and said bidder has not directly or indirectly induced or solicited any bidder to put in a sham bid; that he has not and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding; that he has not and said bidder has not in any manner sought by collusion to secure to himself or to said corporation an advantage over other bidders.

Subscribed and sworn to before me at....., in said County and State, this.....day of....., A. D. 20.....,

.....
*Notary Public,.....County,.....

My Commission expires....., 20.....