

**NEW CASTLE COUNTY**  
**Purchasing Division**  
**New Castle County Government Center**  
**87 Read's Way**  
**New Castle, DE 19720**  
**(302) 395-5251**

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**UNDERGROUND/ABOVE GROUND STORAGE TANK WORK**  
**Bid 15A-165**

Sealed proposals for: **Underground/Above Ground Storage Tank Work, Bid #15A-165**

will be received until **2:00 p.m. Wednesday, May 7, 2014**, in the Purchasing Division, New Castle County Government Center, 87 Read's Way, New Castle, DE 19720 (Telephone: 302-395-5250).

Minority and Women-owned Business Enterprises (MWBE) will be afforded full opportunity to submit proposals, and will not be subject to discrimination on the basis of race, color, national origin, sex, religion, age, disability, or sexual orientation in the consideration of this award.

**INSTRUCTIONS TO BIDDERS**

Bid envelopes will carry a clear notation in the lower left quadrant, "**BID FOR Underground/Above Ground Storage Tank Work, Bid #15A-165.**"

Any questions concerning the bid(s) should be directed to the Purchasing Division at (302) 395-5250.

**Bidders are responsible for obtaining the bid specifications and all addendums from the New Castle County Purchasing website at [www.nccde.org/purchasing](http://www.nccde.org/purchasing).**

Fax bids will **not** be accepted.

Bid security is waived.

New Castle County reserves the right to divide the award unless stated otherwise in the specifications.

Awards, if any, will be made by the Purchasing Division to the lowest and best responsible bidder. The County reserves the right to reject all bids and to waive minor irregularities.

**NOTE:** If required by State or Federal regulations, vendors will provide the M.S.D.S. sheets for the above projects.

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Pursuant to County Ordinance 83-172, 87-105, and Delaware State Law, no contract will be awarded to any vendor unless before or in conjunction with the actual award of the contract to such vendor, has submitted proof satisfactory to the County or to the awarding agency, or the designated representative of the County or the awarding agency, as the case may be, that it and each and every subcontractor named by it in its bid, if any, will at the time it submits such proof have valid and effective licenses required by the State and the County, and the political subdivisions, if any, in which the project is located, and the United States government, in order for each of them (i) to do business therein; (ii) to comply with all tax laws thereof; and (iii) to perform the labor and/or supply the material involved in the performance of the contract.

**Mailing address:** Purchasing Division  
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**PART 1**

**GENERAL**

1.01a **General Requirements**

- A. The work to be done hereunder, includes, but is not limited to, the furnishing of all labor, equipment, and materials necessary for the complete, and satisfactory removal, testing, remediation, repair, installation, and restoration of UST's (Underground Storage Tanks) and AST's (Above Ground Storage Tanks) on an as-needed basis as specified herein.
- B. Three (3) references will be required of each contractor that it has satisfactorily provided UST/AST work of the type and character identified herein for a period of at least five (5) years.
- C. Contractor shall provide proof that they have a State of Delaware, Dept. of Natural Resources Environmental Control (DNREC) certification in UST/AST work by providing with their bid submission their certificate number. Additionally, the contractor shall provide proof (See **Competency of Contractor** Section) that they have the necessary facilities, equipment, and organization in their direct employment to provide skilled, competent, and trained employees for UST specialty work as described herein. These employees shall be under the supervision of a qualified engineer.
- D. No portion of this contract may be subcontracted without prior approval of New Castle County.
- E. It shall be the contractor's responsibility to obtain on a case-by-case basis, all applicable documentation, permits, licenses, approvals, etc., as required by DNREC and any other regulatory agency with jurisdiction over UST/AST work.
- F. New Castle County may require other equipment, materials, supplies, and/or services not specifically listed in these specifications. These may include, but are not limited to, underground or above ground storage tanks; gas pump/tank repairs, modifications and/or replacement; piping, excavation; spill containment or cleanup; fuel island canopies, concrete pads, bollards, and/or associated work; vapor recovery; tank testing, monitoring, and inspections; water main, sanitary

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pavement, and sewer line repair and/or replacement; well/wetwell repair and/or replacement; removal and disposal of tanks, debris, concrete, petroleum, and associated items. Vendor may be given the opportunity to provide a quote. Should New Castle County deem the quote to be non-competitive, New Castle County reserves the right to seek proposals from and award to other vendors.

1.01b **COMPETENCY OF CONTRACTOR**

- A. The contractor, in order to qualify in addition to the other requirements herein provided, **shall provide with their bid submission and to the satisfaction of New Castle County that their firm has actively and normally been engaged for at least the past five (5) years in the complete and satisfactory removal, testing, remediation, repair, installation, and restoration of UST's and AST's as those that may be covered by this contract.**
- B. The contractor shall show that he has available, under his direct employment and supervision, the necessary organization and facilities to properly fulfill all the services and conditions required herein by these specifications. Contractor shall submit evidence with their bid that they have an organization capable of performing the work described to include, but not be limited to, the following:
- a. The names of the employees in the area responsible for this contract, their function in the company, title, individual qualifications, certifications, and number of years service with the contractor's firm and any other firm(s).
  - b. The present address of the main operating facilities of this organization.

The County reserves the right to request additional information after opening of bids if such additional information is considered necessary to properly evaluate a contractor's qualifications and capabilities. This is to avoid entering into a contract with a firm unable to furnish the quality of workmanship, materials, or service the County requires.

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1.01c **INSURANCE**

Workers' Compensation & Employer's Liability Insurance

Vendor shall purchase and keep in force and effect workers' compensation insurance that will provide the applicable statutory benefits for all of the vendor's employees who may or do suffer covered injuries or diseases while involved in the performance of their work for the Vendor; and, even if permitted to do so by statute, Vendor shall not reject any workers's compensation insurance option that, in the absence of such a rejection, would be applicable to any of the said employees. The policy providing the workers' compensation insurance shall include: (1) broad form all-states coverage; (2) an endorsement that specifically waives any subrogation rights the insurer would otherwise have against New Castle County, its officials or employees.

Vendor shall purchase, and keep in force and effect, Employers' Liability insurance with maximum limits for each employee of \$1,000,000 for each bodily injury by accident, or occupational disease, and \$1,000,000 aggregate maximum limits for all bodily injuries by accidents and occupational diseases within the coverage period, regardless of the number of employees who may sustain bodily injuries by accident or occupational disease.

Automobile and General Liability Insurance

Vendor shall purchase: (1) motor vehicle liability coverage, for owned, hired and non-owned vehicles, covering any and all claims for bodily injury and property damage that arise out of Vendor's performance of work for New Castle County, (2) comprehensive Commercial General Liability (CGL) insurance with limits of no less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The CGL policy shall be extended by endorsement or otherwise to also include (a) coverage for Contractual Liability assumed by Vendor, with defense provided in addition to and separate from policy limits for indemnities of the named insured, (b) coverage for Independent Contractor Liability providing coverage in connection with such portion of the Services being subcontracted prior to any of the Services being subcontracted, in accordance with the terms and conditions of this Agreement, (c) coverage for Broad Form Property Damage Liability, (d) coverage for Personal Injury and Advertisers Liability, (e) products and completed operations.

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( ) Professional Liability Insurance (applicable if checked)

Each vendor of professional services for whom this provision is applicable shall provide professional liability insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

All insurance required under this contract except workers' compensation, employers liability, and professional liability (if applicable) shall be provided on a policy(s) that specifically names New Castle County, its officials and employees as additional insureds.

Each policy shall provide an endorsement that specifically waives any subrogation rights the insurer would otherwise have against New Castle County, its officials or employees.

Each policy shall be endorsed to require the insurer to give New Castle County at least thirty (30) days' advance written notice of the insurer's intention to cancel, refuse to renew, or otherwise terminate the policy, suspend or terminate any coverage under the policy, or reduce any policy limits, increase any policy deductibles, or otherwise modify or alter any terms or conditions of the policy or renewal issued by the same insurer.

Each policy shall be written by a carrier licensed by the State of Delaware to do insurance business of the type involved in the State of Delaware, and which has, and maintains for the life of this contract, at least an "A" rating from the A.M. Best Agency with "Stable" outlook.

Any change in this rating or outlook must be related to New Castle County by the Vendor or insurance carrier as soon as possible upon learning of same; and the Vendor shall use due diligence with its insurance broker or carrier to keep track of same.

All insurance required under this contract except workers' compensation, employer's liability and professional liability shall expressly provide that such insurance shall be primary insurance; and any similar insurance in the name of Vendor shall be excess and non-contributing.

Deductibles for insurance provided under this contract shall not exceed five percent (5%) of policy limits.

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**1.01d LENGTH OF CONTRACT**

From July 1, 2014 through June 30, 2015. Pricing is to remain firm for this period. This contract may be renewed for a period of three (3) years, one (1) year at a time, by mutual agreement of both parties.

**1.02 SCOPE OF WORK**

- A. The specifications herein are intended to describe UST/AST work and any other work that may reasonably be inferred as being required to produce a finished job for the intended purposes, shall be supplied whether or not such incidental or related work or each item or method of execution is specifically detailed herein.
- B. The work to be done shall be on an as-needed basis at various New Castle County, DE locations.
- C. It shall be the contractor's responsibility to field verify the full scope of work involved as each UST/AST work assignment arises.

For example, conditions such as those that follow may include, but are not limited to, the following:

- Tanks may be located in an unpaved area; however, excavation could extend into adjacent pavement.
- There may be UST/AST work or maintenance activities by other contractors, utilities, or government agencies in the same area where the work to be done is taking place. If so, the Contractor will be required to coordinate and cooperate with others in carrying out the UST/AST work, so as not to impede unnecessarily any work being done by others on or adjacent to the site.
- The Contractor shall be familiar with the boundaries and not enter on or occupy with men, tools, equipment, or materials any ground outside the property or right-of-way of the County without the written consent of the County of such ground.
- The County shall provide suitable provisions for ingress and egress. Other contractors and employees or agents of the County may, for all necessary purposes, enter upon the work and premises where work is being conducted by the Contractor.

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**1.03 SUBMITTALS AND REVIEWS**

- A. At least seven (7) calendar days prior to the intended start of UST/AST work, the Contractor shall prepare and submit a UST/AST work progress schedule to New Castle County's designated representative or assigned Engineer for his review and approval. The Contractor shall not proceed with the work until the progress schedule has been approved, in writing, by New Castle County's designated representative or assigned Engineer.
- B. The Contractor shall maintain the work progress substantially in accordance with the approved schedule, and shall promptly notify New Castle County's designated representative or assigned Engineer in writing of any proposed or necessary deviations. The Contractor shall not deviate substantially from the approved UST/AST work schedule without the written consent of New Castle County's designated representative or assigned Engineer.

**1.04 REGULATORY REQUIREMENTS**

- A. Permits Inspections, and Tests
  - 1. The Contractor shall arrange for, obtain, and pay for all permits, inspections, and tests necessary for the proper execution of the work in accordance with all Federal, State, and local rules, regulations, and codes. Copies of all permits shall be presented to New Castle County's designated representative or assigned Engineer upon receipt and shall be posted, as required, at the project site.
  - 2. The Contractor shall notify New Castle County's designated representative or assigned Engineer at least forty-eight (48) hours prior to all inspections and tests, and shall furnish certificates of test results and approval to New Castle County's designated representative or assigned Engineer within five (5) days of receipt.
  - 3. New Castle County's designated representative or assigned Engineer shall notify DNREC's Underground Storage Tank Branch of the intended removal of any tanks. The Contractor shall notify New Castle County's designated representative or assigned Engineer a minimum of 15 days prior to the start of tank removal, unless otherwise instructed by New Castle County.



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4. The Contractor shall submit removal documentation to New Castle County's designated representative or assigned Engineer.
5. New Castle County's designated representative or assigned Engineer shall submit the tank removal and closure documentation as required by DNREC.

**B. Archaeological Evidence**

1. Whenever in the course of UST/AST work any archaeological evidence is encountered on the surface or below the surface of the ground, the Contractor shall notify the authorities of the Delaware Bureau of Archaeology and Historic Preservation and suspend work in the immediate area for a reasonable time to permit those authorities, or persons designated by them to examine the area and ensure the proper removal of the archaeological evidence for suitable preservation in the State Museum.

**C. Sediment and Erosion Control**

1. The Contractor shall, in accordance with the Delaware Erosion and Sediment Control Handbook, plan and implement all necessary requirements under the Sediment Control and Storm Water Regulations. The Contractor shall minimize erosion of the disturbed UST/AST work areas, and shall prevent sediment from entering water courses or areas beyond the project site. The Contractor shall comply with all applicable Federal, State, and local regulations pertaining to sediment and erosion control.

**1.05 Protection of Site and Utilities**

- A. The Contractor shall provide on-site protection and storage for all materials and equipment as recommended by the manufacturer unless otherwise agreed upon by New Castle County's designated representative or assigned Engineer.
- B. The Contractor shall use all means necessary to protect all equipment and materials before, during, and after installation and to protect the installed work and materials of all trades. In the event of damage, the Contractor shall immediately-make all repairs and replacements necessary to the approval of New Castle County's designated representative or assigned Engineer and at no additional cost to the County.

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- C. The Contractor shall provide and maintain temporary fencing, barricades, warning signs, lights, and other means of protecting the site and general public. Temporary fences shall be provided at any excavation remaining open over night and elsewhere as directed by New Castle County's designated representative or assigned Engineer. Temporary fence shall be a minimum 3 feet 6 inches high.
- D. The Contractor shall plan for and implement all necessary requirements to prevent damage to any existing underground utility including, but not limited to, the following considerations:
- Locations of existing utilities and other structures are approximate only.
  - Prior to any UST/AST work activities, the Contractor shall have the utility companies to determine the location of utilities.
  - All necessary measures to protect utilities or arrange for relocation during UST/AST work shall be taken. Any damage to utilities shall be repaired by the Contractor at his expense according to the requirements of the utility company's specifications.

1.06 **MEASUREMENT AND PAYMENT**

- One day = 24 hours.
  - One week shall equal 7 days.
  - One month shall equal 4 weeks.
  - Overtime, Saturday, Sunday, and all legal holidays shall be included in the above rates.
- A. Payment for the materials furnished and the work performed, will be made as stipulated at the time each UST/AST work assignment arises, and will be for the amount of materials supplied and the work actually done under authorization of New Castle County's designated representative or assigned Engineer and in accordance with the actual measurements.
- B. The Contractor shall not proceed with any quantities of work beyond that specifically shown or specifically described in each assignment without the written authorization of New Castle County's designated representative or assigned Engineer. Any such work undertaken without authorization shall be subject to exclusion from measurement for payment at the discretion of the County.

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- C. All work completed shall be measured by New Castle County's designated representative or assigned Engineer according to United States standard measure. The method of measurement and computations to be used in the determination of quantities of materials furnished and of work performed will be those methods generally recognized as conforming to good engineering practices.
- D. All material that is to be measured by weight shall have a weight ticket signed by an approved State of Delaware certified weighmaster, which shall be presented to New Castle County's designated representative or assigned Engineer when received on the job site.
- E. When requested by the Contractor and approved by New Castle County's designated representative or assigned Engineer in writing, material specified to be measured by the cubic yard, may be weighed and such weights will be converted to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by New Castle County's designated representative or assigned Engineer.
- F. Underground Storage Tank Removal
- The unit price for underground storage tank removal shall include removal and disposal of the underground storage tanks, piping, and associated devices or structures, including preparation for removal, saw cutting pavement, dewatering the excavation, purging, and cleaning the tanks. Work may also include, but is not limited to, the relocation of existing AST's (above-ground storage tanks), if required, and the reinstallation of AST's, if required, concrete pads, bollards, and all other work required. Payment for labor, equipment, and materials required for underground storage tank removal shall be made on a lump sum basis at the appropriate unit price bid.
- G. Petroleum Product Removal
- The unit price for petroleum product removal shall include removal and disposal of product, water, and sludges remaining in the underground storage tank(s). Measurement for petroleum product removal shall be made on a per gallon basis. The quantity shall be determined based on a gauged or calculated volume of the liquid in the disposal truck. New Castle County's designated representative or assigned Engineer shall witness the volume measurement prior to the truck leaving the site.

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H. Excavation

The unit price for excavation shall include excavation as required for underground/above ground storage tank and piping removal; removal, storage, rehauling, and replacement of all materials encountered during excavation; stockpiling of excess material not suitable for refill or in the excess of the quantities required for refill, and disposal of debris encountered during excavation; accommodation and maintenance of the UST/AST while traveling; the support and protection of all utilities, structures, curbs, and sidewalks, and their restoration in case of damage; the restoration of drainage structures; compacted refill with suitable excavated material; site restoration including turf and pavements and other incidental work. Any off-site fill material required, either select fill or crushed stone, is specifically excluded from this item. Overexcavation may be required as a remediation method, when directed in writing by New Castle County's designated representative or assigned Engineer, in the event contaminated soils are encountered. Overexcavation is included in this item. Measurement for excavation shall be determined by multiplying the area of the excavation multiplied by the average depth of the excavation. The volume of underground storage tanks removed shall be subtracted from the calculated volume. The allowable area of the excavation is limited to 3 feet beyond the perimeter of the tank unless authorized by New Castle County's designated representative or assigned Engineer.

Payment for labor shall be at the per hour rate bid. Equipment and materials required for excavation shall be quoted as a lump sum price as each assignment arises. Should New Castle County deem quotes to be non-competitive, New Castle County reserves the right to seek quotes from other sources and acquire the work elsewhere.

I. Select Borrow

The unit price for Select Borrow shall include furnishing, placing, and compacting Borrow, Type G when directed in writing by New Castle County's designated representative or assigned Engineer. Measurement for Select Borrow shall be made on a per cubic yard basis. Payment for Select Borrow shall be quoted as a lump sum price as assignments arise.

J. Contingent Work

Items of contingent work included herein are those for which the requirement of approximate quantity cannot be determined in advance of UST/AST work. There is no guarantee, expressed or

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implied, that any items of Contingent Work will be authorized, by New Castle County's designated representative or assigned engineer.

The Contractor shall not be paid to repair or replace defective work, for work done without the required authorization, of New Castle County's designated representative or other regulatory agency as the case may be and as further outlined herein.

No payment will be made under the provisions of this section for work which is required to be included under other payment items or which are beyond the work identified in each case.

**K. Contingent Item - Soil Disposal**

The unit price for disposal of petroleum contaminated soil shall include furnishing, placing, and maintaining plastic sheeting over stockpiled soil on the site, loading, hauling, and disposal, restoration of storage area, and other incidental work, when directed in writing by New Castle County's designated representative or assigned Engineer.

Measurement for disposal of petroleum contaminated soil shall be on a per cubic yard basis based on weight tickets signed by an approved State of Delaware certified weighmaster at the disposal facility. A copy of the signed weight tickets shall be presented to New Castle County's designated representative or assigned Engineer.

Payment for disposal of petroleum contaminated soil shall be on a per cubic yard basis depending on the concentration of the petroleum contamination.

**L. Contingent Item - Crushed Stone**

The unit price for crushed stone shall include furnishing, placing, and compacting crushed stone. Measurement for crushed stone shall be made on a cubic yard basis. Payment for crushed stone shall be made at the unit price per cubic yard.

**M. Contingent Item – Concrete Pad Removal**

The unit price for concrete hold down pad removal shall include excavation, cutting, breaking, demolition, removal, and disposal of the concrete hold down pad and all its appurtenances.

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Measurement for the concrete pad removal shall be made on a cubic yard basis. Payment for concrete pad removal shall be made at the unit price per cubic yard.

1.07 **FINAL ACCEPTANCE**

A. **Project Completion**

Project is to be completed no later than 45 days after receipt of purchase order unless otherwise designated by New Castle County's assigned representative or engineer.

B. The Contractor shall give suitable notice, a minimum of forty-eight (48) hours, when the project is ready to be inspected for final acceptance. The date(s) of final acceptance of the total project or partial acceptance of individual systems shall be determined by New Castle County's designated representative or assigned Engineer.

C. **Late Project Completion**

Should the contractor fail to complete the UST/AST specialty work assigned in the time frame specified, New Castle County reserves the right to subject the contractor to liquidation damages of \$250 per day. This may also be assessed should the contractor fail to complete the project in compliance with the specifications, and required adjustments and/or modifications are not completed within the original specified completion date(s).

1.08 **WARRANTY**

The Contractor shall warrant that all workmanship, material, and equipment furnished and installed by him shall be free of defects, including, but not limited to, settling for a period of one (1) year after the approval of the certificate of Substantial Completion by New Castle County's designated representative or assigned Engineer. In the event there is more than one certificate approved, the warranty shall be for one (1) year after each approval. Should defects appear, the Contractor shall repair or replace such defects at no cost to the County.

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1.09 **BASIS OF AWARD**

The Division of Purchasing shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid. The award will be made on the basis of price, product evaluation, and prior history of service capability.

The Division of Purchasing reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, award by sections, item by item, or lump sum total, whichever may be most advantageous to New Castle County.

*Pursuant to County Code*, New Castle County reserves the right to purchase goods, contractual, and professional services from other governments and cooperative purchasing agreements when it is determined by the Office of Administrative Services to be in the best interest of the County.

**PART 2 - SITE WORK**

2.01 **EXCAVATION AND REFILL**

- A. The Contractor shall perform all excavation, refill, and filling, and shall provide all fill material required for the removal of underground/above ground storage tanks including, but not limited to, sheeting, shoring, sheet piling, and bracing; support and protection of utilities and other structures encountered in the work; furnishing and maintaining adequate barricades, fencing, warning signs, lights, and other means of protecting the public; and the restoration of the site to its original condition or as otherwise designated by New Castle County's assigned representative or engineer.
- B. **Work Methods**
1. All excavation shall consist of the excavation of all earth, rock, boulders, existing concrete, and masonry foundations and walls, and all other materials encountered, regardless of type, which the Contractor may encounter while excavating.
  2. Excavated materials shall be segregated as they are excavated, with the suitable and unsuitable material being stored separately in accordance with Part 3 herein. All suitable material shall be used for backfill. All unsuitable material shall be removed, at the

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Contractor's expense, from the limits of the work and stockpiled at such locations as approved by New Castle County's designated representative or assigned Engineer.

3. Excavations shall be kept dewatered by such methods as the Contractor deems necessary. Water may remain in the excavation during removal provided all necessary safety measures are adhered to by the Contractor to ensure safe removal. Water removed from an excavation shall be disposed of in such a manner as to not cause injury to public health, private property, street surfaces and embankments, or to any portion of the work completed or in progress.
4. The Contractor shall support the sides and ends of all excavations or structures, whenever necessary with braces, sheeting, shores, or stringers of the quality and character to prevent damage to public and private property.
5. All sheeting in excavations shall be withdrawn as the refilling is being done, except where and to such extent as New Castle County's designated representative or assigned Engineer shall order, in writing, that sheeting and shoring be left in place, or where New Castle County's designated representative or assigned Engineer shall permit the same to be left in place, at the Contractor's expense and upon the Contractor's request. The Contractor shall cut off any sheeting left in place at least eighteen (18) inches below finished grade wherever ordered, and shall remove the material cut off without additional compensation therefore.
6. Wherever necessary, in quicksand, or soft ground, or for the protection of any structure or property, sheeting shall be driven to such depth below the bottom of the trench as may be required.
7. The Contractor shall be responsible for the condition of all excavations made by the Contractor or any subcontractor. All slides and caves shall be removed without extra compensation, at whatever time and under whatever circumstances they may occur.
8. The Contractor shall use  $\frac{3}{4}$ " crushed stone to backfill portions of the excavation below water table.



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9. Previously excavated material from the site shall be used for backfill in areas not requiring 3/4" crushed stone provided that, in the opinion of New Castle County's designated representative or assigned Engineer, the excavated material is suitable. If additional material is needed to properly fill void areas, the Contractor shall obtain borrow material. All suitable excess native material shall be used before borrow material is used.
  
10. Select borrow, borrow Type G. shall meet any of the grading requirements listed in the following table:

**TYPE G (SELECT BORROW)**

Percentage By Weight Passing Square Mesh Sieves

<u>Sieve</u>	Grading I	Grading II	Grading III	Grading IV	Grading V	Grading VI
2"	100	100	95-100	95-100	95-100	95-100
1"	-	75-95	85-100	85-100	85-100	85-100
3/8"	30-65	40-75	50-85	60-100	--	--
No.4	25-55	30-60	35-65	50-85	55-100	70-100
No. 10	15-40	20-45	25-50	40-70	40-100	55-100
No. 40	8-20	15-30	15-30	25-45	20-50	30-70
No. 200	2-8	5-20	5-15	5-20	6-20	8-25

Note: The fraction passing the No. 200 sieve shall not be greater than two-thirds of the fraction passing the No. 40 sieve. The fraction passing No. 40 sieve shall have a liquid limit not greater than 25, and a plasticity index not greater than 6, when tested according to AASHTO T 89, modified, and T 90.

11. Backfill material shall be placed in uniform layers not more than eight (8) inches thick. Each layer shall be uniformly compacted to ninety-five (95) percent or more of the maximum density, as determined by ASTM D 1557, before the next layer is placed.
  
12. The moisture content of the material being compacted shall be within plus or minus three (+/-3) percentage points of optimum, as determined by ASTM D 1557. Material containing an excess of moisture shall be processed and dried, or permitted to dry until the moisture content is within the specified range. Material which is too dry shall be wetted until the moisture content is within the specified range.

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13. New Castle County's designated representative or assigned Engineer may make compaction tests of the backfilled material at any time during UST specialty work or upon completion of the backfill operations. If the results of any tests show that backfills do not meet the specified compaction requirements, the Contractor shall, at the Contractor's expense, correct the condition in such portions of the area backfilled represented by the unsatisfactory test results.
14. Refill in all excavations in paved areas shall be restored to the condition that existed prior to beginning work, unless otherwise agreed upon by New Castle County's designated representative or assigned engineer and maintained for a period of twelve (12) months following the date of acceptance.
15. The Contractor shall, at the Contractor's expense, maintain all refilled excavations in proper condition. The surfaces shall be reshaped where necessary. All depressions appearing in the refilled excavations shall be properly refilled. If the Contractor fails to make repairs within forty-eight (48) hours after receipt of written notice from the County, the County may refill said depression or protect with signs and lanterns wherever necessary without giving previous notice to the Contractor, and the cost of so doing will be retained from any monies due or to become due the Contractor under the contract.
16. The Contractor shall be responsible for any injury or damage that may result from lack of maintenance on any refilled excavation at any time previous to the end of the mentioned termination dates.
17. All unauthorized excavations made by the Contractor shall be immediately backfilled at the Contractor's expense.
18. After completion of refilling, all roads, sidewalks, and other places within the project's boundaries shall be left free, clean, and in good order. Said cleaning shall be done by the Contractor without extra compensation, and, if the Contractor fails to do such work within a reasonable time after receipt of notice, it will be performed by the County, and the cost will be retained out of the monies due or to become due the Contractor under the Contract.

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**2.02 PAVEMENT RESTORATION**

- A. The Contractor shall provide complete and in-place, repaving of the necessary UST/AST work areas as required to restore the disturbed areas to their original condition.
- B. Hot-mix, flexible repaving shall consist of 8-inches of pre-mixed base course with hot mix, hot-laid bituminous concrete, compacted to a finished thickness of not less than 3-inches to existing grade in two courses or lifts. The Contractor may use Type B or Type C, hot-mix for the first course. The wearing surface shall be Type C, hot-mix having a minimum thickness of 1-1/4 inches.
- C. Pavement restoration shall be done in accordance with New Castle County standard specifications for construction for bituminous concrete paving and DELDOT (Delaware Department of Transportation) standard specifications for road and bridge construction, and the traffic controls for streets and highway construction, maintenance, utility and Emergency Operations Manual. All restoration work shall be of the highest quality, and shall meet or exceed the existing adjacent paving in quality, materials and workmanship.

**2.03 PAVEMENT REMOVAL**

- A. Pavement removal shall be accomplished by the making of saw cuts as required to allow for removal of pavement material without damage to adjacent paving.
- B. Removed pavement material shall be disposed of in a manner and to a location in accordance with all applicable regulations.
- C. The saw cutting equipment used shall consist of a wheel-mounted, motor driven circular cutter mounted on a sturdy frame with necessary controls and accessories. The saw cutting machine proposed for this work shall be approved by New Castle County's designated representative or assigned Engineer prior to the start of the saw cutting. The depth of the saw cut shall be a minimum of 3 inches.

**2.04 SITE RESTORATION**

- A. The Contractor is to restore all areas, structures, plants, pavements, facilities, and features to not less than the pre-existing conditions. Non-paved areas disturbed by the work are to be topsoiled, seeded, and mulched.

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- B. The Contractor shall maintain the restoration work for a period of 12-months after final acceptance of the project at no additional cost to the County. The maintenance of the restoration shall include all labor, equipment, material, and supplies necessary, including excavation refill and additional topsoil, seeding, mulching, watering, and erosion protection.
  
- C. Upon the completion of the restoration of surfaces, final cleaning shall be done within the limits of the project, and shall consist of completely cleaning the project of excess material, sweeping pavements and structures of dirt and rubbish, and the removal of any unused material which will mar the appearance of the project.

**PART 3 - TANK REMOVAL**

**3.01 SCOPE**

- A. Perform all removal and related specialty work for each underground or above ground storage tank as applicable. The scope of work for the project includes, but is not necessarily limited to, the following: Dewatering; Preparation for Removal; Purging; Product Removal; Tank Removal; Tank Cleaning; Excavated Soil Staging.
  
- B. The Contractor must be certified by DNREC as being qualified to perform such work described herein.

**3.02 TANK REMOVAL**

- A. **Dewatering**
  - 1. The collection and/or release of groundwater from the excavation shall be done only with prior written approval of New Castle County's designated representative or assigned Engineer.
  - 2. The release of groundwater to grade shall be avoided wherever possible. Groundwater in the excavation must be determined to be clean and free of possible contamination prior to releasing to grade. The Contractor shall provide analytical data for Total Petroleum Hydrocarbon (TPH) of the groundwater to New Castle County's designated representative or assigned Engineer in writing at least 48 hours prior to release.

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**B. Preparation for Removal**

1. Excavate down to the top of the underground tank and expose the upper part of the tank for access to all piping and tank connections.
2. Remove the fill tube and disconnect the fill, gauge, supply, return, and related petroleum product lines. Open ends of lines, other than the vent line, shall be capped or plugged. When disconnecting pipe lines, the Contractor shall not allow release of petroleum product to the environment. The Contractor shall be held accountable for any contamination resulting from spillages during the piping removal.
3. After piping is disconnected, all piping associated with the tank system shall be excavated and removed. If piping penetrates a building, piping shall be removed to the edge of building and capped. Dispose of all piping in accordance with the applicable Federal, State and local regulations.

**C. Purging**

1. Flammable vapors shall be removed from the tank by using a method as outlined in API RP 1604. The Contractor shall make certain the tank atmosphere and surrounding area are free of vapors prior to any operations that may produce sparks.
2. A combustible gas meter and an oxygen monitor shall be used to monitor the vapor content of the tank. Continue purging until all of the vapor has been removed from the tank.
3. All equipment and isolated parts of the tank shall be grounded to prevent a build up of static electricity.
4. Vapors shall be vented through a vent pipe extending a minimum of twelve (12) feet above grade and three (3) feet above any adjacent roof lines. During venting, ensure that the pressure in the tank does not exceed five (5) pounds per square inch gauge.

**D. Product Removal**

1. Prior to removing piping, all residual petroleum product shall be drained back to the tank.
2. The Contractor shall completely remove and dispose of all remaining petroleum product, including associated water and/or residues from the tank. All liquids and associated residues removed from the tank shall be handled and disposed in accordance with the applicable federal, state, and local regulations.

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3. Liquids and residues shall be removed from the tank by using explosion-proof or air- driven pumps. Pump motors and suction hoses must be bonded to the tank or otherwise grounded to prevent electrostatic ignition hazards. If a vacuum truck is used for removal of liquids or residues, the area of operation for the vacuum truck shall be vapor-free.

**E. Tank Removal**

1. After the tank has been freed of vapors and before it is removed from the excavation, all tank openings shall be plugged or capped. One plug at the highest point of the tank shall have a 1/8 inch minimum diameter vent hole. The tank shall always be positioned with this vent hole oriented on top of the tank during subsequent transport and storage.
2. When removing the tank, the Contractor shall not allow release of petroleum product to the environment. The Contractor shall be held accountable for any contamination resulting from spillages during the tank removal.
3. The tank shall be secured to a truck for transportation from the site. Prior to removal from the site and prior to cutting up the tank, the Contractor shall monitor the tank for combustible vapors. If vapors are present, the tank shall be again purged.
4. Concrete slabs shall be removed and disposed in accordance with applicable Federal, State, and local regulations.
5. Concrete hold down pads, if present, may be removed as a contingent item when directed in writing by New Castle County's designated representative or assigned Engineer. The pads will be removed only if contamination is suspected under the pads and the pads are above the water table.

**F. Tank Cleaning**

1. Prior to cutting up the tank, the tank interior shall be cleaned by a high pressure spray rinse. The water collected from this operation shall be disposed in the same manner as the residual petroleum product.
2. Conform to all applicable regulations regarding confined space entry prior to entering the tank.
3. Prior to transport from the site, the cleaned tank shall be rendered unsuitable for future use as a storage tank by puncturing, cutting, or drilling numerous holes in all sections of the tank. The tank shall be labeled with letters at least two (2) inches high stating the former contents of the tank, that the tank is not suitable for storage of food or liquids intended for human or animal consumption, and the method and

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date of removal of vapors.

**G. Excavated Soil Staging**

1. All soils excavated from the underground storage tank and piping removal shall be placed on a double layer of 6 mil polyethylene sheeting. At the end of each day, the Contractor shall ensure that each soil stockpile is completely covered with a layer of 6 mil polyethylene sheeting. The Contractor shall be responsible for maintaining the integrity of the polyethylene sheeting during the duration of storage of soil on-site.
2. All excavated soils shall be segregated into three (3) stockpiles classified as uncontaminated soils that are not visibly stained, and do not cause an instrumental response on a photoionization detector; contaminated soils that are either visibly stained or cause an instrumental response; and contaminated soils that are visually releasing free product.
3. The Contractor shall keep uncontaminated soils completely separated from other stockpiles, and shall utilize uncontaminated soil for backfill.
4. New Castle County's designated representative or assigned Engineer shall be on-site to monitor excavation of soils from the underground storage tank removal with a photoionization detector. New Castle County's designated representative or assigned Engineer will collect the required soil samples from the stockpiles and excavated area to meet the requirements of the Department of Natural Resources and Environmental Control Underground Storage Tank Branch. It may be necessary at times for the Contractor to temporarily stop work in order to allow New Castle County's designated representative or assigned Engineer time for sample collection. The Contractor should allow one to three working days for the approval from New Castle County's designated representative or assigned Engineer to continue work.
5. In the event that contaminated soils are encountered, excavated, and stockpiled on-site, the Contractor shall make the appropriate arrangements for disposal as provided for in the Measurement and Payment section of the Contract Documents.
6. No backfilling shall be permitted without approval of New Castle County's designated representative or assigned Engineer. A minimum of 1 to 3 working days are required to allow for receipt of analytical data for soil samples collected by New Castle County's designated representative or assigned Engineer. Receipt of this data is needed before refilling of the excavation can occur. If, for site safety purposes,

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the excavation must be backfilled prior to receipt of soil sample results the excavation shall first be lined with 6 mil polyethylene sheeting.

**3.03 SUBMITTALS**

- A. The Contractor shall submit to New Castle County's designated representative or assigned Engineer three (3) copies of documentation that shall include the following information and data:
1. Documentation that all product was removed from the tanks and lines including waste receipts and waste manifests documenting proper disposal of the product.
  2. Documentation that all water with dissolved contaminants was removed from both the tanks and lines including waste receipts and waste manifests documenting proper disposal of the water.
  3. Documentation that all sludge was removed from the tanks including waste receipts and waste manifests documenting proper disposal of the sludge.
  4. Documentation that the tank was purged or inerted prior to removal including the type of instrument used to quantify the presence or absence of vapors and the levels that were encountered. A description of the method used to purge the tank of vapors shall be included.
  5. Documentation that the tank was cleaned prior to disposal including the method used to clean the interior and exterior of the tank.
  6. Documentation including receipts for all disposal of materials off-site.
  7. Photographic documentation that the tank was labeled prior to transport off-site.
  8. Documentation of proper disposal of the tank including waste receipts and waste manifests.

**3.04 CODES AND STANDARDS**


- A. The work shall conform as appropriate to the latest editions, as currently amended, of the following codes and standards:
1. API Publication 2015, Cleaning Petroleum Storage Tanks.
  2. API Publication 2015A, Guide for Controlling the Lead Hazard Associated with Tank Entry and Cleaning.



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3. API Recommendation Practice 1604, Removal and Disposal of Used Underground Petroleum Storage Tanks.
4. API Publication 2217, Guidelines for Confined Space Work in the Petroleum Industry.
5. API Publication 2219, Safe Operating Guidelines for Vacuum Trucks in Petroleum Service.
6. Resource Conservation and Recovery Act 40 CFR Parts 260-265.
-  7. Underground Storage Tank Regulations ACT 40 CFR Parts 270.11, 280.22.
8. RCRA Information on Hazardous Waste for Publicly Owned Treatment Works. USEPA.
9. USEPA Memorandum: "Statutory Interpretive Guidance on the Restriction on Placement of Non-Hazardous Liquids in Hazardous Waste Landfills".
10. NFPA 30, Appendix B. Flammable and Combustible Liquids Code 1984.
11. NFPA-327 Standard Procedures for Cleaning or Safeguarding Small Tanks and Containers.
12. Delaware Department of Natural Resources and Environmental Control, Underground Storage Tank Branch, Technical Guidance Manual.
13. Delaware Department of Natural Resources and Environmental Control, Underground Storage Tank Branch, Regulations Governing Underground Storage Tank Systems.
14. Delaware Department of Transportation, Standard Specifications for Road and Bridge Construction, and the Traffic Controls for Streets and Highway Construction, Maintenance, Utility, and Emergency Operations Manual.

**3.05 ACCOMODATION OF EXISTING SYSTEMS**

- A. Pump stations may be affected by this contract and are integral components of the New Castle County wastewater conveyance system, and as such their uninterrupted operation is critical to the well being of the community. All work at pump stations shall be scheduled and conducted in a manner which will not affect the operation of the pump stations. Any work which requires an outage or interruption in the operation of the pump station(s) shall be scheduled and approved in writing by the Chief of Plant Operations.

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- B. Relocate and maintain all existing utilities, systems and access ways to the pump stations while work is proceeding on the tank. It is imperative that maintenance crews have 24-hour access to the stations in the event of an emergency. In particular, the contractor shall not obstruct access ways with equipment or stockpiles.
- C. Maintain site security. Maintain fences and gates while working at the station. Reinstall and/or repair any fence or gate removed or damaged.
- D. Maintain the existing above ground fuel tank operation. Should it be necessary to relocate the AST in order to remove the UST, the contractor shall disconnect, relocate, and reconnect the AST at a temporary location. Upon completion of the removal work, the AST shall be restored at its permanent location.

3.06 **AST INSTALLATION**

- A. Installations or reinstalls of AST's shall be permanent, and may include, but are not limited to, the installation of concrete pad and bollards.

**DELAWARE LABOR**

New Castle County encourages the use of Delaware Labor.

**SUPPLIER DIVERSITY**

New Castle County encourages supplier diversity among firms. Please provide information on your firm's effort to encourage supplier diversity in your workforce and in the selection of sub-contractors.

**MSDS**

If required by State or Federal regulations, the successful contractor must provide the M.S.D.S. sheets to the Risk Management Division and to the requesting department.

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**MINORITY**

Minority and Women-owned Business Enterprises (MWBE) will be afforded full opportunity to submit proposals, and will not be subject to discrimination on the basis of race, color, national origin, sex, religion, age, disability, or sexual orientation in the consideration of this award.

**NOTE**

It is the intent of New Castle County that minority-owned businesses shall have the maximum feasible opportunity to participate in the performance of contracts in the capacity of prime contractor.

**INDEMNITY**

Vendor shall indemnify, defend, and hold harmless New Castle County from and against any and all claims, demands, suits, judgments, costs, and expenses asserted by a person or persons, including, but not limited to, agents, employees, or volunteers of vendor, by reason of death or injury to persons, or loss or damage to property, resulting from operations or use of services, products and/or equipment purchased hereunder, or sustained in or upon the premises of the County.

**FORM OF PROPOSAL**

Please quote prices on the attached form showing prices as indicated. Proposal must be signed by an official of the firm. Contractor shall also submit Competency of Contractor information, references and DNREC certification with their bid submission.

**FUNDING OUT**

The continuation of this contract beyond one (1) year is contingent upon funding appropriated by New Castle County Council.

**ADDITIONS**

New Castle County may require other related services, products, and/or equipment not specifically listed. Vendor may be given the opportunity to provide a quote. Should New Castle County deem the quote to be non-competitive, New Castle County reserves the right to seek proposals from other vendors.

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Bidder agrees to perform all of the necessary work described in the specifications and shown on the drawings for the following unit prices.

Item Number	Estimated Quantity	Description	Unit Price	Subtotal
1	Approximately 35 hours	Installation of AST	\$ per hr	\$
2	Approximately 70 hours	Installation of UST	\$ per hr	\$
3	Approximately 8 hours	Testing of UST	\$ per hr	\$
4	Approximately 8 hours	Testing of AST	\$ per hr	\$
5	Approximately 16 hours	Repair rate for AST	\$ per hr	\$
6	Approximately 40 hours	Repair rate for UST	\$ per hr	\$
7	Approximately 16 hours	Removal of AST	\$ per hr	\$
8	Approximately 40 hours	Removal of UST	\$ per hr	\$
9	Approximately 1000 gal	Petroleum Product Removal	\$ per gal	\$
10	Approximately 300 CY	Select Borrow	\$ Per cy	\$

Grand Total All Items

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**REFERENCE DISCLOSURE FORM**

Contractor shall provide information regarding experience in the UST/AST specialty work by listing three (3) most recent clients. Greater emphasis shall be given to experience of the nature of that specified herein. At least two (2) references must be within the Tri-State area so that, if desired, New Castle County may confirm past performance by a physical site inspection by County staff.

1. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Site of Installation/Modification: \_\_\_\_\_  
    Size of Tank: \_\_\_\_\_  
    Type: \_\_\_\_\_  
    Job Dates: Beginning: \_\_\_\_\_ End: \_\_\_\_\_  
    Cost of Project \$ \_\_\_\_\_
  
2. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Site of Installation/Modification: \_\_\_\_\_  
    Size of Tank: \_\_\_\_\_  
    Type: \_\_\_\_\_  
    Job Dates: Beginning: \_\_\_\_\_ End: \_\_\_\_\_  
    Cost of Project \$ \_\_\_\_\_
  
3. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Site of Installation/Modification: \_\_\_\_\_  
    Size of Tank: \_\_\_\_\_  
    Type: \_\_\_\_\_  
    Job Dates: Beginning: \_\_\_\_\_ End: \_\_\_\_\_  
    Cost of Project \$ \_\_\_\_\_

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**COMPETENCY OF CONTRACTOR**

1. Company Name \_\_\_\_\_
2. Year Company was established \_\_\_\_\_
3. Number of years vendor has provided the complete & satisfactory removal, testing, remediation, repair, installation, and restoration of UST's and AST's \_\_\_\_\_
4. Address (list all company locations:) \_\_\_\_\_  
\_\_\_\_\_
5. Number of employees trained/certified for this type of work \_\_\_\_\_
6. Employee Information:
  - 6a. Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Qualifications: \_\_\_\_\_  
Certifications: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
No. of years of experience providing this type of service: \_\_\_\_\_  
No. of years employed by bidding company: \_\_\_\_\_
  - 6b. Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Qualifications: \_\_\_\_\_  
Certifications: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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No. of years of experience providing this type of service: \_\_\_\_\_  
No. of years employed by bidding company: \_\_\_\_\_

6c. Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Qualifications: \_\_\_\_\_  
Certifications: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

No. of years of experience providing this type of service: \_\_\_\_\_  
No. of years employed by bidding company: \_\_\_\_\_

6d. Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Qualifications: \_\_\_\_\_  
Certifications: \_\_\_\_\_

No. of years of experience providing this type of service: \_\_\_\_\_  
No. of years employed by bidding company: \_\_\_\_\_

6e. Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Qualifications: \_\_\_\_\_  
Certifications: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

No. of years of experience providing this type of service: \_\_\_\_\_  
No. of years employed by bidding company: \_\_\_\_\_

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**SIGNATURE PAGE**

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Name of Company

---

Address

---

Telephone No.

Fax No.

---

Signature

Federal Tax I.D. No.

---

Printed Name

**Email (REQUIRED)**

Date



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**NEW CASTLE COUNTY, DELAWARE**  
**PROCUREMENT AFFIDAVIT**

**AUTHORIZED REPRESENTATIVE**

**I HEREBY AFFIRM THAT:**

I am the (title) \_\_\_\_\_, and I am duly authorized to represent and bind (business) \_\_\_\_\_ (the "Business"), and that I possess the legal authority to make this Affidavit on behalf of myself and the Business for which I am acting.

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies has been excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and non-financial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for non-procurement suspension and debarment.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, AFTER DILIGENT INQUIRY.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name:

Title: \_\_\_\_\_  
(Authorized Representative and Affiant)