

Project Manual
Volume 1 of 1

Transportation, Transfer and Disposal of Wastewater Treatment Plant Sludge

Town of Webster, Massachusetts

Douglas Willardson, Town Administrator

August 2017

Tighe&Bond

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Section 1 Advertisement for Bidders

The Town of Webster (Town) is seeking proposals from qualified firms (hereinafter referred to as the “Prospective Bidders”) capable of providing transport, transfer and disposal of liquid wastewater sludge from the Water Pollution Control Facility (WPCF) located at 38 Hill Street in Webster to a legal disposal site. The successful bidder will have complete responsibility for transporting and legally disposing of all sludge generated by the Town and maintaining uninterrupted service. Sludge must be transported in vehicles with a minimum capacity of 9,000 gallons.

Copies of the Request for Proposal (RFP) and the most recent analytical test results of sludge toxicity characteristics (TCLP) including metals may be obtained electronically from the Tighe & Bond website at: http://www.tighebond.com/Projects_Out_to_Bid.php.

Prospective bidders must complete a one-time registration process on the Tighe & Bond website in order to receive log-in credentials. Bidders must log in to the website to download bidding documents for the project. Bidders will be added to the “planholders” or prospective bidders list upon downloading the bidding documents for the project. All addenda to the bidding documents will be distributed via the Tighe & Bond website.

Contractors possessing the necessary qualifications, experience and equipment are invited to submit proposals to the Town of Webster, the Town Administrator, Town Hall, 350 Main Street, Webster, MA 01570 until 2:00 PM on October 4th 2017. Proposals received after such time will not be accepted.

This RFP and the evaluation and contract award process associated herewith, will be judged according to Chapter 30B of the General Laws of Massachusetts as amended and awarded to the lowest proposed price of responsible and responsive eligible bidders. The Town of Webster reserves the right to accept any proposal, to reject any or all proposals, in whole or in part, to waive irregularities and/or formalities as deemed appropriate, to request clarification of any proposal received, and to negotiate with the preferred Contractor to finalize details of the form of Agreement.

The Contractor to whom the Contract is awarded shall comply with the provisions of Chapter 30B of the General Laws of Massachusetts as amended. Prior to execution of the Contract, the selected Contractor shall file a Statement of Management on internal accounting control, and an audited financial statement for the most recent completed fiscal year.

All materials and equipment purchased under this contract are exempt from the Massachusetts State Tax. The selected Contractor shall file for exemption on behalf of the Town of Webster with the Commonwealth of Massachusetts Department of Revenue as required by law. The exemption status from the Sales Tax shall be taken into account by the prospective bidders during the proposal process.

The Commonwealth of Massachusetts Department of Labor requirements as to conditions of employment and equal opportunity to be observed. The requirements set forth shall be taken into account by prospective bidders during the proposal process.

Section 2 – Bid Form

The undersigned hereby proposes to furnish all vehicles, containers, equipment, materials, labor, and supervision required to transport, transfer and legally dispose of wastewater sludge for the Town of Webster in accordance with the terms of the Contract Documents, of which this Bid is a part, for the sums specified below; and agrees if, within thirty (30) calendar days after the opening of bids hereunder, this Bid or any part thereof shall be accepted by the Town Administrator of the Town of Webster, as evidenced by written notice delivered to the undersigned at the address given below, to execute within five (5) days, Saturdays, Sundays and legal holidays excluded, a Contract in the form set forth in said Contract Documents, and to furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Town and in the sum of 100% of the estimated First Year annual Contract price, the premiums for which are included in the contract price. The ability of the undersigned to provide such bond is evidenced by the certificate duly executed which appears at the end of this Bid Form.

The undersigned as Bidder declares the only parties interested in this bid as principals are named herein; that this bid is made without collusion with any other person, firm, or corporation; that no officer or agent of the Town is directly or indirectly interested in this bid; that the Bidder has carefully examined the attached form of Contract and Specifications and agrees that if this bid is accepted, the Bidder will contract with the Town, through its Town Administrator, to provide all necessary vehicles, pumps, containers, labor, materials, implements, and equipment necessary to perform all of the work herein set forth, and understands that if this Bid is accepted, the contract will be awarded for a ten (10) year period starting on the date specified in Section 4 – Contract Agreement between Town and Contractor.

The Town, at its option, may renew this contract for a period of up to five (5) years up to 2 times, limiting the maximum total contract duration to 20 years. The unit bid price value shall be adjusted annually in accordance with the provisions of Article 3, Section 4.

It is further understood that if during any Fiscal Year in the term of this Contract the Town does not approve funds for the subsequent fiscal year, the Contract will then become null and void and all commitments, obligations or agreements will expire at the end of the fiscal year (June 30th) in which the non-approval takes place without any liability to the Town. No penalties or charges to the Contractor or anyone else will be paid by the Town if funds are not provided.

This bid included Addenda numbered _____.

WASTEWATER SLUDGE TRANSPORTATION & TRANSFER

For furnishing the necessary labor, transportation and equipment for the transfer of liquid wastewater sludge, at a dry solids range of 4% to 5%, the unit price amount stated below. The Bid price given shall be all inclusive and based upon transporting liquid sludge using water tight tankers having a **minimum capacity of 9,000 gallons**. Bid price includes all labor tools equipment and expenses including fuel, disposal or tipping fees, insurance and vehicle maintenance costs:

Item	Estimated Average Annual Quantity (Gallons per Year)	Unit Bid Price Written in Figures and Words	Total Amount Written in Figures and Words
First Year of Sludge Disposal	3,000,000 gallons	\$ _____ /gallon	\$ _____
		_____	_____
		_____ dollars and _____ cents	_____ dollars and _____ cents

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and in good faith and made without collusion or fraud with any other person. As used in this subsection, the word "person" shall mean any natural person, business, joint venture, partnership, corporation union, committee, club or other organization, entity or group of individuals, or other business or legal entity.

This Bid Form is signed and sealed this _____ day of _____, 2017.

(Each bidder will select applicable form)

Individual Bidder

Printed Name

Signature

Address

Telephone Number

Corporate Bidder

If bidder is a corporation,
also execute certificate of
authority, Page 2-4.

By:

Exact Name of Corporation

Title of Officer Signing

Address

Telephone Number

Partnership

Legal Name of Firm

Address

Telephone Number

Note: 1. This Bid will not be considered completed unless certificate on Page 2-4 is executed.

The names and residences of all person and parties interested in the foregoing bid, as principals, are as follows:

Notice: Give first and last name in full, and in case of corporation, give name of President, Treasurer and Manager. Insert additional pages if more spaces is required.

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

President: _____
Treasurer: _____
Manager: _____

CERTIFICATE IF CONTRACTOR INCORPORATED

_____, 201__

I, _____ Clerk-Secretary of the corporation named in the foregoing Bid, certify that who signed said Bid on behalf of said corporation, was then the _____ (Title) of said corporation; that I know this person's signature; that this signature thereto is genuine and that said Bid was duly executed for and in behalf of said corporation by authority of its Directors under a vote taken on _____, 201__. Attached hereto is a certified copy of the Corporate records showing the vote of each member of said meeting.

Clerk-Secretary

(Corporate Seal)

Section 3 Instructions to Bidders

The Town of Webster's Request for Proposal has been structured to comply with Chapter 30B of the Massachusetts General Laws.

Applicable Laws: Attention of all Bidders is directed to all applicable Sections of the General Laws of the Commonwealth of Massachusetts as most recently amended which govern the award of this Contract. Attention is further directed to the fact that all applicable State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over any phase of this industry shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

Late Bids: No bid received after the time and date established herein for the opening of bids will be considered, regardless of the cause for delay in the receipt of such bid.

Bid Documents: Bidders may obtain copies of the Request for Proposal (RFP) electronically from the Tighe & Bond website at http://www.tighebond.com/Projects_Out_to_Bid.php. Prospective bidders must complete a one-time registration process on the website in order to receive log-in credentials. Bidders must log in to the website to download bidding documents for the project. Bidders will be added to the "planholders" or prospective bidders list upon downloading the bidding documents for the project.

Site Visit: Each Bidder shall visit the site of the proposed work and shall be fully acquainted with the conditions as they exist, and shall also thoroughly examine the Contract Documents. At the time of the opening of bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all Addenda). The failure or omission of any Bidder to be acquainted with the site or to examine any form, instrument, or document shall in no way release or relieve that Bidder from any obligation in respect to his bid, and shall in no way provide any basis for claims against the Town for extra work, unexpected or unforeseen working conditions, or the like.

Performance and Payment Bonds: The Bidder, to whom the award is made, shall procure performance and payment bonds, in the full amount of the first-year Contract value from a Surety Company satisfactory to the Town of Webster, as required for the faithful performance of the Contract. Surety and insurance companies shall be rated B+ or higher by A.M. Best Company at the time of Contract award. The party to whom the Contract is awarded shall furnish the bond duly executed and sign the Contract within five (5) days, Sundays and legal holidays excluded, from the date of receipt of the notice that the Contract is ready for the Bidder's signature. In case of the Bidder's failure or neglect to do so, the Town Administrator may, at his option, determine that the Bidder has abandoned the Contract, and thereupon the Proposal and the acceptance shall be null and void and the award may be cancelled and the Bidder's certified check shall be forfeited to and retained by the Town of Webster and to indemnify the Town of Webster for any loss which it may sustain by failure of the Contractor to execute the Contract and furnish the bond as aforesaid.

Submission of Proposals: Bid forms shall be completely filled in. Bids which are incomplete, conditional or obscure, or which contain additions not called for, will be rejected. Use the pages of this document when submitting Proposal and submit Contract document intact.

Sealed bids for the transportation, transfer and disposal of wastewater treatment plant sludge will be received at the Town of Webster, Office of the Town Administrator Town Hall, 350 Main Street, Webster, MA 01570-until 2:00 PM on October 4th, 2017.

Each bid must be submitted on the prescribed form. All applicable blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, the Bidder's address, and the name of the project for which the bid is submitted.

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

Contract Award: If a Contract is awarded, it will be awarded to the lowest responsible and responsive eligible Bidder complying with the conditions set forth in the Contract Documents. The Town shall determine the best method or combination of methods that are reasonable and are in the best interest of the Town of Webster to accept.

The Town Administrator or his assigns may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish all such information and data for this purpose as the Town Manger may request. The Town Manger reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

No award will be made to any Bidder who cannot satisfy the Town Administrator that the Bidder has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the work successfully within the time named. The Town Administrator's decision or judgement on these matters shall be final, conclusive, and binding.

In the event that there is a discrepancy between the lump sum or unit prices written in words and figures, the prices written in words shall govern.

The Town of Webster, acting by and through its Town Administrator reserves the right to reject any and all bids if it is in the public interest to do so.

Bid Withdrawal: Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within ninety calendar (90) days after the actual date of the bid opening.

Addenda and Explanations: All questions about the meaning or intent of the Bidding Documents shall be submitted in writing to the Town via the Tighe & Bond website for bidding document distribution at http://www.tighebond.com/Projects_Out_to_Bid.php. Prospective bidders must be registered users of the website to submit questions regarding the project. Interpretations or clarifications considered necessary by the Town in response to such questions will be issued by Addenda to all parties recorded by the Town as having received the Bidding Documents no later than two (2) days prior to the date fixed for the opening of Bids. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda issued to prospective Bidders prior to the date of receipt of Proposals shall become a part of the Contract Documents, and all Proposals shall include the work described in the Addenda.

No inquiry received within five (5) days of the date fixed for the submission and opening of Proposals will be given consideration.

The Bidder must acknowledge receipt of each Addendum, if any, in the space provided on the Bid Form.

Information to be Submitted with the Bid:

Certificate of Corporation/Foreign Corporation
Certificate Pertaining to Performance and Payment Bonds
Statement of Management on internal accounting control
Audited financial statement for the most recent completed fiscal year
Demonstration of ability to meet the Towns sludge disposal needs without interruption, include list of trucks with minimum capacity of 9,000 gallons.
List of five (5) references for similar work, including name, municipality, and phone number

Name, Address and Legal Status of the Bidder: The Proposal must be properly signed in ink and the address of the Bidder given. The legal status of the Bidder, whether corporation, partnership, or individual, shall also be stated in the Proposal.

A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the State in which it is incorporated. A partnership Bidder shall give full names and addresses of all partners. Partnership and individual Bidders will be required to state in the Proposal the names of all persons interested therein.

The place of residence of each Bidder, or the office address in the case of a firm or company, with county and state and telephone number, must be given after each signature.

If the Bidder is a joint venture consisting of a combination of any or all of the above entities, each joint venturer shall execute the Proposal.

Anyone signing a Proposal as an agent of another or others must submit with the Proposal, legal evidence of authority to do so.

Competency of Bidder: The opening and reading of the Proposal shall not be construed as an acceptance of the Bidder as a qualified, responsible Bidder. The Town reserves the right to determine the competence and responsibility of a Bidder from its knowledge of the Bidders' qualifications and from other sources.

Disqualification of Proponents: Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Bidder and the rejection of the Bidder's Proposal.

- (a) Evidence of collusion among Bidders.

- (b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted, or other factors.
- (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
- (d) Default on a previous municipal Contract for failure to perform.

Quantities: The estimated sludge volume that is included in this Contract is estimated based on current operating parameters at the WPCF and quantities transported in the past as presented in Appendix A. However, the Town does not warrant or imply that these values are accurate.

Section 4 Agreement

The following provisions shall constitute an Agreement between the Town of Webster, acting by and through its Town Administrator, hereinafter referred to as the "Town", and _____, with an address of _____ hereinafter referred to as the "Contractor", effective as of this _____ day of _____, 2017. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK

The Contractor shall perform all work and furnish all services and supplies in accordance with all applicable Local, State, and Federal policies, specifications, and guidelines. The Contractor shall perform all work in accordance with this agreement.

ARTICLE 2: TIME OF PERFORMANCE

The Contractor shall mobilize and commence hauling sludge after receipt of the Notice to Proceed from the Town; once mobilized, the Contractor shall continue sludge hauling operations until end of contract duration. Contractor is required to establish and maintain a schedule with the Town that is subject to variation throughout the year. The contractor must maintain this schedule without interruption; contractor must provide substitute transportation at its own expense as needed to maintain the pace of sludge generation at the plant. The duration of this agreement shall be for an initial term of five (5) calendar years. The Town may, at its option, renew the contract an additional five (years) up to three times for a total contract period not to exceed twenty (20) years.

ARTICLE 3: COMPENSATION

The Town shall pay the Contractor for the full performance of the Contract, the unit price named stated in the Bid by the Contractor and accepted by the Town. Should this contract be extended to future years the bid cost shall be adjusted annually in accordance with the Consumer Price Index. Adjustment: All Agreement Prices shall be adjusted annually beginning on July 1, 2018 based on the Non-Seasonally Adjusted Consumer Price Index established by the United States Department of Labor, Bureau of Labor Statistics, for all Urban Consumers for the Boston, Brockton, Nashua area with the CPI for October 1, 2017 being the base index. If the Price Adjustment calculation results in a number greater than one (1), an adjustment shall apply to all fees contained herein, and shall be based on the following formula:

New Unit Price = $(1 + ((\text{Current CPIU} - \text{Base CPIU}) / (\text{Base CPIU}))) \times (\text{Original Agreement Unit Price})$

The Contractor may submit an invoice to the Town once in each month, the Contractor must provide a receipt at the time of truck loading from their tanker truck driver for all loads of sludge included on the invoice.

The Town shall pay the invoiced amount in accordance with the unit price named in the Bid. No such payments will be made when in the opinion of the Town Administrator the work is not proceeding in accordance with the provisions of this Contract including failure to provide proof of legal disposal.

Acceptance of each monthly payment by the Contractor shall mean that the Contractor agrees that all monies due the Contractor from the Town under this Contract have been paid and that the Contractor shall have no, and waives any and all, claims against the Town.

ARTICLE 4: CONTRACT DOCUMENTS

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.
4. Without cause and for the Town's convenience.

ARTICLE 6: INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from Contractor's acts or omissions. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. Additionally, all amendments and changes shall be approved by the Town Accountant prior to execution by the awarding authority. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: NON-COLLUSION

The Contractor expressly acknowledges that at all times it shall remain an independent Contractor and that no employment relationship of any sort is hereby created between the Town and the Contractor or its officers, agents, employees, representatives, and subcontractors. Neither the Contractor nor any of its officers, agents, employees, representatives, or subcontractors shall be considered an employee, direct or indirect, of the Town within the meaning or application of any federal, state, or local law or regulation, including but not limited to, laws or regulations covering unemployment insurance, workers compensation, industrial accidents, employee rights and benefits, wages, and taxes.

ARTICLE 12: INSURANCE

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated:

General Liability
Bodily Injury Liability \$1,000,000 per occurrence
Property Damage Liability \$ 500,000 per occurrence
(or combined single limit) \$1,000,000 per occurrence

Automobile Liability
Bodily Injury Liability \$1,000,000 per occurrence
Property Damage Liability \$ 500,000 per occurrence
(or combined single limit) \$1,000,000 per occurrence

Umbrella Insurance \$3,000,000

Workers' Compensation Insurance
Coverage for all employees in accordance with Massachusetts General Laws

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town and Engineer (Tighe & Bond, Inc.) as additional named insureds and which include a thirty-day notice of cancellation to the Town.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to M.G.L. c.62C, §49A, I certify under the pains and penalties of perjury that the Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR:

TOWN OF WEBSTER:

By:

By its Town Administrator

Douglas Willardson

Printed Name and Title

Section 5 Contract Specifications

ARTICLE 1 - GENERAL

Introduction: The Town of Webster is soliciting proposals from qualified firms to provide transportation, transfer and disposal of wastewater treatment plant sludge from the Water Pollution Control Facility located at 38 Hill Street in Webster to a legal disposal site. The anticipated contract is a ten (10) year term commencing on _____, 2017 with an option to renew the contract for a period of five (5) year up to 2 times, as provided in the Agreement.

Background: The Town of Webster owns and operates the WPCF, which treats primarily domestic wastewater from the Towns of Webster and Dudley. The WPCF is a extended aeration activated sludge plant with an annual average flow rate of 3 million gallons per day (mgd). Activated sludge is thickened using a GBT, transferred to a storage tank, and discharged as thickened sludge.

The thickened sludge hauled as a liquid is expected to have a dry solids concentration of between 4% and 6%.

The Town currently transports liquid sludge on an as-needed basis, approximately four to five times a week. Analytical results of toxicity characteristics, known as TCLP, from representative liquid sludge samples collected from the facility are available on the Tighe and Bond website. Analytical parameters include: Arsenic, Cadmium, Chromium, Copper, Lead, Mercury, Molybdenum, Nickel, Selenium, and Zinc. It is the Contractor's responsibility to conduct further testing if he/she deems it necessary.

Liquid Disposal: Facilities at the WPCF allow for the pumping of liquid sludge through a 6-inch line, cam-lock type connection at a rate of up to 300 gpm. This will be operated by treatment plant personnel to fill the Contractor's transportation vehicle. Tank capacity as determined by tanker manufacturer shall be utilized as the "billing" meter to compensate the Contractor for the transportation, transfer and disposal of liquid sludge. Volume of sludge for billing purposes shall be established by the hauler and treatment plant staff prior to leaving the site with a liquid sludge load.

The Contractor shall be required to provide the required hose with fittings to connect the tanker inlet connection to the plant's line. Contractor shall also be responsible for taking caution in loading/unloading operations so that the Town's equipment and facilities are not negatively impacted by the operations.

Sludge Production: The WPCF currently generates an average of 250,000 gallons of thickened sludge per month (dry solids ranging between 4% and 6 % with an average of 4.7%) and expects that this rate will continue throughout the contract period. Removal of liquid sludge is expected to occur between four and five times per week.

The Town of Webster does not guarantee that sludge production rates will attain the minimum quantities listed herein. Sludge generation is based upon recent operations at the treatment plant and is subject to change dependent upon plant loadings and treatment requirements.

Schedule: The Contractor will be required to initiate the hauling of sludge on _____, 2017. The Contractor will be required to transport all liquid sludge generated by the WPCF, without interruptions service, in the event that the contractor is unable to provide hauling services, substitute transportation will be provided at the contractor's expense. A minimum of 9000 gallons will be available each day that sludge is hauled. The Contractor will pick-up the sludge on a negotiated 4 to 5 day per week schedule and occasionally on an on-call basis, with a minimum of 24 hours advanced notice. The Contractor will pick up sewage sludge within 24 hours of notice provided by the Town.

Liquid sludge must be collected on weekdays between the hours of 7:00 a.m. and 2:00 p.m. The Town's preference is to have sludge collected as close to 7:00 a.m. as possible.

ARTICLE 2 – SCOPE OF WORK

The work to be performed hereunder consists of:

Item 1—Sludge Transport, Transfer and Disposal

The Contractor shall collect sludge from the Webster Water Pollution Control Facility and deliver the sludge to a legal disposal site,

Requirements: The Contractor shall furnish all vehicles, containers, labor, material and equipment required for transporting, transferring and disposing of sludge including, but not limited to operation and maintenance of equipment, supervision, inspection, registration, licensing and insurance in compliance with all applicable laws. Proof of legal disposal is required for each load prior to payment.

Contract Commencement: The Contractor shall be expected to immediately commence work on this Contract when authorized by the Town of Webster, subject to appropriation of funds.

ARTICLE 3 – SLUDGE TRANSPORTATION, TRANSFER AND DISPOSAL

The following information is provided to ensure that all prospective bidders are aware of features that must be included in their Sludge Transportation, Transfer and Disposal proposal.

Collection Point: Collection point for liquid sludge shall be the Water Pollution Control Facility located at 38 Hill Street in Webster. Liquid sludge will be pumped into a watertight minimum 9,000-gallon capacity tank truck furnished by the Contractor. The facility is equipped with pumps capable of filling a 9,000-gallon tanker truck at a rate of up to 300 gpm.

Operating Hours: It is expected that liquid sludge hauling will occur on weekdays 4 to 5 times per week. The Contractor will be required to collect liquid sludge between 7:00 a.m. and 2:00 p.m. on a negotiated weekly schedule. Sludge transport may occasionally be required in excess of two times per day in which case the Town shall provide the Contractor with 24 hours advance notice of the required pick-up. The Town's preference is that sludge is picked up as close to 7:00 a.m. as possible. The Contractor shall pick-up sewage sludge within 24 hours of notice provided by the Town.

On Site Storage: No on-site storage is available for any Contractor owned equipment.

Holidays: If a holiday occurs during the week, the Contractor will not be required to provide transportation, transfer and disposal services on the holiday. If sludge inventory conditions warrant, the Town may need to have the Contractor haul sludge on Saturday during a week containing a holiday if the holiday falls on a weekday. In this event, the Contractor will be required to provide sludge collection services on a Saturday at the unit price specified in the proposal. The Town shall provide the Contractor with 24 hours advance notice of the required collection. The Contractor shall collect sludge within 24 hours of notice provided by the Town.

Transport Vehicle: The liquid sludge transportation vehicle shall have a minimum capacity of 9,000 gallons. Further, the containers shall be "watertight" and be approved for septage hauling.

Sludge Transfer: Transfer of liquid sludge from the gravity thickener to the Contractor's vehicle will be by Town-owned pumps operated by WPCF personnel.

The Contractor shall provide all labor and equipment including, but not limited to, pumps, hoses, valves and fittings, etc. required to transfer liquid sludge under pressure to the final disposal location.

Licenses and Permit Fees: The Contractor shall obtain and pay for all licenses and permits necessary for transportation of wastewater treatment plant sludge.

Protection of Lives and Health: The Contractor shall comply with the Department of Labor and Safety and Health regulations promulgated under the Occupational Safety and Health Act.

Equipment Inspection: The Contractor shall be required to present vehicles and all other equipment used under this contract at such times and places as may be designated by the Town Administrator, whenever so directed, for inspection, and must keep the apparatus at all times in a condition satisfactory to the Town Administrator.

The Contractor's tanker will also be visually inspected by treatment plant personnel prior to each filling to ensure that the tanker is completely empty.

Changes in the Contract: The Contractor shall do the work in the manner set forth in the specifications of the contract, except that the Town Administrator by order in writing given to the Contractor, may make any reasonable order respecting a change (increase or removal) of any part of the work and the Contractor shall conform to such orders within a reasonable time. Should such order, in the opinion of the Town Administrator, constitute a substantial change in the work hereunder, it may be reflected by an adjustment, either upward or downward, in the contract price.

Contract Performance: Should the Contractor on any occasion fail to transport and remove sludge as provided in the specifications of the contract, the Town Administrator reserves the right to send a special truck or other vehicle to collect and remove the same at the expense of the Contractor. This action shall be taken upon observation of these failures by the staff of the WPCF.

Upon notification of this action, the Contractor shall take whatever steps are necessary to obviate a recurrence of the situation.

Contract Cancellation: Should repeated failures continue to occur, should the Contractor fail to comply in a material way with any provision herein contained, or should the Contractor be unduly absent from or abandon the work hereunder, all to the detriment of the Town of Webster, the Town Administrator may, upon due notice to the Contractor of such mal-performance, cancel the contract. Said cancellation shall be by further written notice delivered to the Contractor in hand, or to the Contractor's principal place of business, or at the Contractor's usual place of abode, or sent via Registered Mail to the Contractor's place of business.

Dismissal of Employees: The Contractor shall dismiss any employee engaged upon the work when requested by the Town Administrator for just cause, and the Contractor shall not again employ on this contract any employee dismissed under the foregoing provisions without consent of this authority.

- D. Property coverage for materials and supplies being transported by the Contractor. The Town's Property Contract provides coverage for personal property within 1,000 feet of the premises.

Such other insurance as Contractor deems necessary to cover said work and equipment. Subrogation under such insurance shall be and is hereby waived against the Town.

- E. The above mentioned insurance coverage shall be with an Insurance Company satisfactory to the Town so as to save the Town of Webster harmless from any and all claims for damages arising out of bodily injury to, or death to, any person or persons and all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of this contract, or from any neglect, default or omission, or want of proper care or misconduct on the part of the Contractor or of anyone in his employ during the execution of the contract.

- F. The Town shall be named as an additional named insured as its interests may appear.

Town Liability: The Town's liability under this contract shall be to make all payments as required, as such payments may from time to time become due, and the Town shall be under no further or other liability.

Performance and Payment Bond: The Contractor will be required to furnish at the time of execution a Performance and Payment Bond suitable in form to the Town in the amount of One Hundred Percent (100%) of the First-Year Contract Price for the duration of the term of this contract and any renewal allowable hereunder. The undersigned declares that the only persons interested in this proposal as principles are named herein as such; that no official of the Town of Webster is directly or indirectly interested in this proposal, or in any contract which may be under it, or in any expected profits to arise therefrom; that this contract is made in good faith without fraud, collusion or connection with any person; that the Contractor has carefully examined the annexed specifications and is fully informed in regard to all conditions pertaining to the work and the place where it is to be done, made personal examination and estimates, and from them knowingly and voluntarily enters into this contract.

Protection Against Liability: The Contractor acknowledges and agrees that the Contractor is responsible for all acts and doings of the Contractor's employees hereunder as an independent Contractor and will indemnify and hold harmless the Town of Webster its agents and employees from any and all loss, damages, costs, charges, expenses, and claims, in law or in equity, which may be made against it or to which may be made against it or to which it may be subject or to which it may be put by reason of any act, action, neglect, omission or default on the part of the Contractor, or any of the Contractor's employees hereunder and will assume the defense of and pay all costs and expenses incidental thereto, and that all the same will be paid to the Town of Webster upon demand therefore, whether or not said liabilities and claims are covered in whole or in part by the insurance hereinbefore provided for.

Monies Withheld by Town: Pursuant to the indemnification and hold harmless provisions contained in the Section above, the Town may keep any monies which would otherwise be payable at any time hereunder and apply the same or as much as may be deemed necessary therefore, to the payment of any expenses, including any expense directly or indirectly resulting to the Town in connection with

the faithful performance of this Agreement, losses or damages incurred by the Town and determined aforesaid and may retain until all the claims are settled so much of such monies as the Town Administrator shall be of the opinion to be required to settle all claims against the Town, its officers, agents or servants. Any monies kept hereunder shall be deemed not due and payable to the Contractor until final disposition of any such expenses, losses, damages, or claims referred to herein.

Contract Payments: The Town shall each month, so long as the Contractor shall faithfully do everything required of the Contractor in this contract, pay the Contractor the monthly invoiced amount based on the gallons transported as stated in the Bid of the Contractor, hereto annexed, after deduction from of any claim, expenses, or loss that the Town may deem proper to retain as provided aforesaid. Proof of legal disposal shall be required prior to payment.

Contract Commitment: The Contractor shall keep fully informed of all State and Federal Laws, and Municipal Ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and conform to and abide by the same. If any discrepancy or inconsistency is discovered in the specifications or contract for this work in relation to such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Town Administrator in writing. The Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations and decrees; and shall protect and indemnify the Town and its officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulations, order or decree, whether by the Contractor's own actions or employees.

Assignment: The Contractor shall not assign this Contract or sublet it in whole or in part, or delegate any of the work to be performed to any other person, firm or corporation without the written consent of the Town Administrator nor shall the Contractor assign any monies due, or to become due to the Contractor under this Contract without the previous consent in writing of the Town Administrator.

Observance of Laws and Regulations: In the performance of this Contract, the Contractor shall at all times comply with all laws of the United States of America and the Commonwealth of Massachusetts; and shall also comply with all applicable laws of a Federal and State nature relating to minimum wages and working conditions of the Contractor's employees. However, failure of a person in the Town to comply with said laws, Charter, Ordinances, or Regulations shall under no circumstances excuse the Contractor from performing its obligations as required in the Contract.

Defaults: If in any case the Contractor shall fail to transport, transfer and dispose sludge as provided in this Contract, the Town Administrator on behalf of the Town, without resort to legal proceedings, notwithstanding other remedies provided in this Contract and may transport, transfer and dispose such sludge without payment to the Contractor; or at its option, may send special vehicles and collect and remove such sludge and all expense for such transport, transfer and disposal of such sludge, shall be borne by the Contractor and the Contractor agrees to reimburse the Town for all expense so incurred, and agrees that the Town may retain any payments otherwise due under this Contract to secure such reimbursement. And it is further agreed that in the event that the Contractor shall fail to perform any of the provisions of this Contract in a reasonable satisfactory manner, the Town of Webster may at any time thereafter, and notwithstanding other remedies provided by this Contract, cancel this Contract at the end of a seven-day period by written notice of cancellation delivered to an officer of the Contractor, in hand, or at the Contractor's principal office or sent to the Contractor by

registered or certified mail, but such cancellation of this Contract shall not release the Contractor from liability to the Town by reason of its breach or failure to perform said Contract.

ARTICLE 5 - DEFINITIONS

Contract Documents: The Advertisement for Bidders, Proposal Form, Instructions to Bidders, Specifications, Contract Form, Performance and Payment Bond, Appendices and any addenda or changes to the foregoing documents agreed to by the Town and the Contractor.

Contractor: The person, corporation or partnership performing sludge transportation and transfer under contract with the Town.

Town: Town of Webster, Massachusetts

Appendix A Sludge Testing Results & Annual Volume Transported

See Sludge Testing Results on the following pages

Annual Volume Transported

Year	Loads	Quantity (Gallons)
2016	328	2,952,000
2015	307	2,763,000
2014	282	2,538,000
Average	~306	~2,751,000

Note: Quantity (Gallons) is based on 9,000 gallons per load.