

CITY OF GREENFIELD
Department of Public Works

CONTRACT DPW 19-31

Wastewater Sludge Hauling and Disposal

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ADVERTISEMENT FOR BIDDERS
DEPARTMENT OF PUBLIC WORKS
189 WELLS STREET
GREENFIELD, MA 01301

Sealed Bids addressed to the Department of Public Works, 189 Wells Street, Greenfield, Massachusetts and endorsed “Proposal for Contract DPW 19-31, Wastewater Sludge Hauling and Disposal” will be accepted by the Department of Public Works in the new Administration Building at the DPW Yard until 2:00 P.M. on Tuesday, June 11, 2019 and then at that time, publicly opened and read aloud in the Administration Building Meeting Room.

The scope of services consists of the removal of sludge from the City of Greenfield’s Water Pollution Control Plant (WPCP) located at 384R Deerfield Street, Greenfield, MA and transporting it to a legal disposal facility. The estimated volume of liquid sludge per year is 2,043,375 gallons and the estimated amount of dry solids per year is 377 dry tons. This contract is for a one year period, starting July 1, 2019 and ending June 30, 2020, with the option to renew for up to two additional years. Subsequent years are subject to funding for this purpose.

Contract Documents and proposal forms may be secured electronically at no charge by contacting alan.twarog@greenfield-ma.gov or by downloading them from the City’s Purchasing Department’s webpage at <https://greenfield-ma.gov/p/1815/Current-FY19-IFBRFPRFQRF>. To get on the Bidder’s List, bidders should contact the DPW at alan.twarog@greenfield-ma.gov or by calling 413-772-1528 x6104. The Bid Package will be available starting May 27, 2019.

Bids are subject to the provisions of the Massachusetts General Laws Chapter 30B as amended.

A 100% Performance Bond will be required of the successful bidder.

A non-mandatory pre-bid site visit is scheduled for 10am on Tuesday, June 4, 2019, at the WPCP located at 384R Deerfield Street, Greenfield, MA.

The responsive and responsible bidder offering the lowest price shall be awarded the project, subject to the availability of funding. The City of Greenfield reserves the right to waive any informality in and to reject any or all proposals or to accept the proposal deemed most satisfactory to the owner, if it be in the public interest to do so.

The Contract awarding authority is:

City of Greenfield
Department of Public Works
Greenfield, Massachusetts

SECTION 1

INFORMATION FOR BIDDERS

INFORMATION FOR BIDDERS

1.1 **Introduction:**

The City of Greenfield is requesting bids on a per gallon basis for the transportation on a per dry ton basis for final legal disposal of wastewater treatment sludge generated from the Greenfield Water Pollution Control Plant (WPCP), located at 384R Deerfield Street, Greenfield, MA 01301. Wastewater treatment undertaken at the facility consists of screening, grit removal, primary sedimentation, trickling filtration, secondary sedimentation and chlorination. Sludge processed at the WPCP consists of thickened primary and humus sludge (TS). Presently, the sludge is withdrawn from a gravity thickener by the City and pumped into a 10,000-gallon storage tanker. This tanker is permanently located at the facility and is not suitable for over the road use. The current procedures are detailed in the Scope of Services.

The City will not guarantee production of a minimum quantity of sludge under this contract. The data regarding current production detailed in Appendix A may be relied upon as to technical accuracy of data, but the City does not warrant or represent that it is indicative of future sludge production.

Since the amount of sludge is being estimated based on historical information only, all proposals should be governed by the following:

1. This contract is for a one year period, starting July 1, 2019 and ending June 30, 2020, with the option to renew for up to two additional years. Subsequent years are subject to funding for this purpose.
2. It can be assumed that the City will experience the need for the removal of its WPCP sludge at intervals consistent with their historical amounts during the terms of this contract.
3. The projected volume of sludge per year for this contract is estimated as follows:

Tons of dry solids	377 dry ton/yr.
Total volume of liquid sludge	2,043,375 gal./yr.

Bidders will be required to honor the quoted price for all sludge actually produced by the WPCP during the contract period. Liquid sludge proposals must be expressed on a cost per dry ton basis for sludge disposal and a round-trip transportation cost expressed in cost per gallon. It is required that all proponents commit to firm unit costs (per dry ton for liquid) regardless of the degree to which actual tonnage falls short of, or exceeds, the projected amount.

- 1.2 **Questions Regarding Contract Documents.** In general, no answers will be given to prospective bidders in reply to an oral question if the question involves an interpretation of the intent or meaning of the Contract Documents, or the equality or use of products or methods other than those designated or described in the specifications. Any information given to bidders other than by means of the Contract Documents, including Addenda, as described below, is given informally for information and the convenience of the bidder

only and is not guaranteed. The bidder agrees that such information shall not be used as the basis of nor shall the giving of any such information entitle the bidder to assert any claim or demand against the owner or the engineer on account thereof.

To receive consideration, such questions shall be submitted in writing to the City at least 7 days before the established date for receipt of bids. If the question involves the equality or use of products or methods it must be accompanied by drawings, specifications or other data in sufficient detail to enable the City to determine the equality or suitability of the product or method.

The City will set forth as Addenda, which shall become a part of the Contract Documents, such questions received as above provided as in his sole judgment are appropriate or necessary and his decision regarding each. At least three days prior to the receipt of Bids, the Awarding Authority will send a copy of these Addenda to those prospective bidders known to have taken out sets of the Contract Documents.

The Contractor agrees to use the products and methods designated or described in the Specifications as amended by the Addenda.

- 1.3 **Bidders to Investigate.** Bidders are required to submit their Bids upon the following express conditions which shall apply to and be deemed a part of every Bid received, viz:

Bidders must satisfy themselves by personal examinations of the site of the work and by such other means as they may wish, as to the actual conditions there existing, the character and requirements of the Work, the difficulties attendant upon its execution, and the accuracy of all estimated quantities stated in the Bid.

- 1.4 **Submitting Bids.** All Bids must be upon the blank form for Bid annexed hereto, state the proposed price of each item of the Work, both in words and in figures, and be signed by the Bidder with his business address and place of residence. In the event of a conflict in the bid amount, words shall govern.

Each bid shall be submitted to the City in a sealed envelope. On the outside of the envelope shall be written the bidder's name and address and the name of and description of the project for which the Bid is submitted.

If forwarded by mail, the sealed envelope containing the Bid and marked as directed above, must be enclosed in another envelope addressed to the City.

- 1.5 **Withdrawal of Bids.** Except as hereinafter in this subsection otherwise expressly provided, once his Bid is submitted and received by the City for consideration and comparison with other bid similarly submitted, the bidder agrees that he may not and will not withdraw it within 30 (thirty) consecutive calendar days after the actual date of the opening of Bids.

Upon proper written request and identifications, Bids may be withdrawn as follows:

1. At any time prior to the designated time for the opening of Bids.

2. Provided the Bid has not therefore been accepted by the City at any time subsequent to the expiration of the period during which the bidder has agreed not to withdraw his Bid. Unless a Bid is withdrawn as provided above, the Bidder agrees that it shall be deemed open for acceptance until the City notifies a Bidder in writing that his Bid is rejected or that the City does not intend to accept it. Notice of acceptance of a Bid shall not constitute rejection of any Bid.

1.6 **Ability and Experience of Bidder.** No award will be made to any Bidder who cannot satisfy the City that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable said firm to prosecute and complete the Work successfully. The City decision or judgment on these matters shall be final, conclusive, and binding.

The Bidder is to submit a list of references, minimum of three (3) required.

The City may make such investigations as it deems necessary, and the Bidder shall furnish to the City, under oath if so required, all such information, and data for this purpose as the City may request.

1.7 **Bids.** The City may reject Bids which in its sole judgment are either incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities, or the City may waive such omissions, conditions or irregularities.

1.8 **Right to Reject Bids.** The City reserves the right to reject any or all Bids should the City deem it to be in the public interest to do so.

1.9 **Execution of Agreement.** The Bidder whose bid is accepted will be required and agrees to duly execute the AGREEMENT, after notification that the AGREEMENT is ready for signature within 10 calendar days. All required documentation shall accompany the signed contract including but not limited to certificates of insurance and OSHA training certification.

1.10 **Insurance Certificates.** The Contractor will not be permitted to start work until he has submitted certificates covering all insurance called for, and has obtained approval in writing of such certificates from the City.

Before starting, the Contractor shall procure, deposit, and maintain with the City, insurance satisfactory to the City as follows:

- A. Workmen's Compensation and Employer's Liability Insurance as required by the Workmen's Compensation Laws of the Commonwealth of Massachusetts.
- B. Comprehensive Commercial Liability Insurance covering Bodily Injury and Property Damage (Broad Form) as follows:

Limits of Liability*	\$1,000,000 each occurrence
	\$2,000,000 aggregate

* or \$1,000,000 single limit combined Bodily Injury and Property Damage.

The Comprehensive Commercial Liability Policy shall provide insurance for the Contractor for Bodily Injury and Property Damage to third persons arising out of:

1. Work performed by the Contractor himself with his own employees, called “premises operations.”
 2. Work performed by his subcontractors, called “sublet work” or Independent Contractors (this is referred to as Contractor’s Protective Liability).
 3. The Contractor’s liability assumed under this contract, called “Hold Harmless” clauses or indemnity agreement. (This is referred to as Contractual Liability Insurance).
- C. Comprehensive Automobile Liability Insurance covering Bodily Injury and Property Damage, as follows:

Limits of Liability

Bodily Injury	\$500,000 each person \$1,000,000 each accident
Property Damage	\$1,000,000 each accident

* or \$500,000 single limit combined Bodily Injury and Property Damage.

This insurance is to apply with respect to all owned or hired vehicles of the Contractor and non-ownership protection for all employees of the Contractor engaged in the performance of this contract.

- D. All policies shall be so written that the City will be notified of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment. Certificates from the insurance carrier stating the limits of liability and expiration date shall be filed in triplicate with the City before operations are begun. Such certificates not only shall name the types of policy provided, but also shall refer specifically to this Contract* and article and the above paragraphs in accordance with which insurance is being furnished and shall state that such insurance is as required by such paragraphs of this Contract and shall be sufficiently comprehensive as to permit the owner to determine that the required insurance coverage has been provided without the necessity of examining the individual insurance policies.

If the initial insurance expires prior to completion of the Work, renewal certificates shall be furnished by the date of expiration.

* If blanket coverage is furnished, this particular Contract need not be referred to.

No insurances required or furnished hereunder shall, in any way, relieve the Contractor of, or diminish any of his responsibilities, obligations and liabilities under the Contract.

- 1.11 **Comparison of Bids.** Bids will be compared on the basis of lump-sum or unit prices stated in the BID.

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

The City agrees to examine and consider each Bid submitted in consideration of the Bidder's agreements, as hereinabove set forth and as set forth in the BID.

- 1.12 **Disputes.** In the event of any dispute as to any of the terms and conditions of this contract, it shall be determined in accord with the laws of the Commonwealth of Massachusetts and the Courts of the Commonwealth of Massachusetts shall have exclusive jurisdiction of the same.

- 1.13 **Indemnification.** The Contractor shall comply with the requirements of all applicable laws, rules and regulations in connection with the services of the Contractor, and shall exonerate, indemnify and hold harmless the City's officers, agents, and all employees from and against them and local taxes or contributions imposed or required under Social Security, Worker's Compensation, and Income Tax Laws. Further, the Contractor shall exonerate, indemnify and hold harmless the City with respect to any damages, expenses, or claims arising from or in conjunction with any work performed by the Contractor. This shall not be construed as a limitation of the Contractor liability under the Contract or as otherwise provided by law.

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor employees, and for any and all damage to property caused by, resulting from or arising out of any act, omission, or neglect on the part of the Contractor or of any subcontractor or of anyone directly or indirectly employed by them or for whose acts anyone of them may be liable in connection with operations under the Contract. In addition to any indemnification of the City of Greenfield by the Contractor, the Contractor hereby indemnifies and shall at all times defend, save and hold harmless the City of Greenfield, and all of its officers, employees or agents from and against any and all demands, claims, actions, lawsuits, judgments, damages, penalties, liabilities, losses, expenses and costs (including legal defense and court and witness costs) of any kind or nature of or by anyone whomsoever, for injuries to or death of occasioned by or in any way resulting from the Contractor performance of, or activities pursuant to, this Contract or the Contractor rendering of services or omissions or conduct in anyway connected with the Contract or under the whole or in part by any negligent act or omission of the Contractor or any subcontractor or anyone directly or indirectly employed by any of them, regardless of whether or not it is caused in part by a party indemnified hereunder. The City of Greenfield's defense or settlement or any claim or suit or action in anyway arising out of the subject matter of this Contract shall not be deemed to be a waiver by the City of Greenfield of any of its rights against the Contractor or others under this paragraph.

SECTION II
FORMS FOR BID

SECTION II: Bid Submission Checklist for all Bidders

1. _____ **Proposal Form**
2. _____ **Non-collusion/Tax Compliance Certification**
3. _____ **OSHA Training Certification**
4. _____ **Agreement between Contractor and Disposal Facility or Facilities**
5. _____ **Valid State and/or Federal permits that may be required for the transportation of sludge**

Bidder's Name

PROPOSAL FORM

To the City of Greenfield, Massachusetts, (hereinafter called the "Owner") acting through its Department of Public Works, duly authorized therefore, who act solely for said City and without personal liability to themselves:

Gentlemen:

The undersigned _____, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that the bidder has carefully examined the proposed form of Proposal and the Specifications (and amendments thereto); and he bids and agrees, if this bid is accepted, that the bidder will furnish the equipment specified in the Proposal, in the manner and time therein prescribed and according to the requirements of Owner as herein set forth.

The Bidder agrees that the Owner will have thirty (30) consecutive days from date of opening to accept the bid, except as described in the specifications, the unit(s) at the price, therein. The Bidder also understands that the Owner reserves the right to accept or reject any or all bids and to waive any informalities in the Proposals if it is in the Owner's interest to do so. The Notice of Bid, Instructions to Bidder, Specifications and Proposal Form attached thereto, shall become a contract upon the receipt by the Bidder or written acceptance of this bid by the Owner.

The Bidder will take in full payment, therefore, the following prices:

Year 1 / FY 2020

A. Disposal: Unit cost per dry ton \$_____/dry ton

(Amount in words _____)

B. Transportation: Unit cost per gallon \$_____/gallon

(Amount in words _____)

C. Total cost =

(A x 377 dry ton) + (B x 2,043,375 gal)

_____ + _____ = \$ _____

Optional Year 2 / FY 2021

A. Disposal: Unit cost per dry ton \$ _____/dry ton

(Amount in words _____)

B. Transportation: Unit cost per gallon \$ _____/gallon

(Amount in words _____)

C. Total cost =

(A x 377 dry ton) + (B x 2,043,375 gal)

_____ + _____ = \$ _____

Optional Year 3 / FY 2022

A. Disposal: Unit cost per dry ton \$ _____/dry ton

(Amount in words _____)

B. Transportation: Unit cost per gallon \$ _____/gallon

(Amount in words _____)

C. Total cost =

(A x 377 dry ton) + (B x 2,043,375 gal)

_____ + _____ = \$ _____

The total price for Item C under Year 1 / FY 2020, derived as described in the Information for Bidders under the heading "Comparison of Bids" is: \$** _____.

As provided in the Information for Bidders, the bidder hereby agrees that he will not withdraw this BID within 30 consecutive calendar days after the actual date of the opening of Bids and that, if the City shall accept this BID, the bidder will duly execute and acknowledge the Agreement and furnish, duly executed and acknowledged, the required Contract Bonds within ten (10) days after notification that the Agreement and other Contract Documents are ready for signature.

This BID includes Addenda Number *** _____

**Bidder must fill in this blank

***To be filled in by Bidder if Addenda are issued.

Name of Bidder

(Seal)

By _____
Signature and Title of Authorized Representative

Business Address

City and State

The bidder is a corporation incorporated in the State (or Commonwealth) of _____ (Bidder must add and delete, as necessary, to make this sentence read correctly).

NOTE: If the Bidder is a corporation, affix corporate seal and give below the names of its president, treasurer, and general manager, if any; if a partnership, give full names and residential addresses of all partners, and if an individual, give residential address if different from business address.

TAX COMPLIANCE/NON-COLLUSION CERTIFICATION

Bid No. _____ for _____

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, entity, or group of individuals.

(Name of person signing bid)

(Name of business)

Pursuant to M.G.L. Chapter 62C, section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Social Security Number

Signature of Individual or Corporate Name

By: _____
Corporate Officer
(if applicable)

Any person or corporation that fails to execute these attestation clauses shall not be awarded this bid.

Submission of a social security or federal identification number is voluntary.

OSHA TRAINING CERTIFICATION

Pursuant to M.G.L. Ch. 30, Sec. 39S(A), I certify under the penalties of perjury to the following:

- (1) that I am able to furnish labor that can work in harmony with all other elements of labor employed or to be employed at the work;
- (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) that all employees to be employed in the work subject to this contract have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

(Signature of authorized representative of Bidder)

(Name of authorized representative of Bidder)

(Name of business)

SECTION III
AGREEMENT

WASTEWATER SLUDGE HAULING AND DISPOSAL

AGREEMENT

CONTRACT DPW 19-31

THIS AGREEMENT, executed this _____ day of _____ in the year Two Thousand and Nineteen by and between the City of Greenfield, Massachusetts, acting by and through its Department of Public Works, duly authorized therefore, which acts solely for said City and without personal liability to itself, party of the first part, hereinafter referred to as the “CITY”, and _____ party of the second part, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY invited the submission of bids for **Wastewater Sludge Hauling and Disposal**, “the Project”; and

WHEREAS, the CONTRACTOR submitted a Bid to provide the material or perform the work required to complete the Project, and the CITY has decided to award the contract therefore to the CONTRACTOR.

NOW THEREFORE, the CITY and the CONTRACTOR agree as follows:

1. **Contract Documents.** The Contract Documents consist of this Agreement and the CONTRACTOR’s Bid Response. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. **The Work.** The Work consists of the hauling and disposal of wastewater sludge as described in the general specifications.
3. **Term of Contract.** This Agreement shall be in effect from July 1, 2019 to June 30, 2020 with the option to renew for up to two additional years, unless terminated earlier pursuant to the terms hereof. Renewal of the Contract will be awarded at the sole discretion of the CITY.
4. **Compensation.** The CITY shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement in accordance with the Bid Price.
5. **Payment of Compensation.** The CITY shall make payments within thirty (30) days after its receipt of an invoice.
6. **Liability of the City.** The CITY’s liability hereunder shall be to make all payments when they shall become due, and the CITY shall be under no further obligation or liability. Nothing in the Agreement shall be construed to render the CITY or any elected or appointed official or employee of the CITY, or their successors in office, personally liable for any obligation under this Agreement.

7. Independent CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent CONTRACTOR for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the CITY for any purpose.
8. Insurance. The CONTRACTOR shall maintain insurance with minimum limits as defined in the "Information for Bidders" in the Invitation for Bid.
9. Indemnification. The CONTRACTOR shall indemnify, defend, and hold the CITY harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
10. Assignment. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the CITY, and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the CITY.
11. Termination.
 - A. Termination for Cause. If at any time during the term of this Agreement the CITY determines the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the CITY, or by not complying with the direction of the CITY or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the CITY shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the CITY harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the CITY may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the CITY may have against the CONTRACTOR up to the date of such termination. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the CITY.
 - B. Termination for Convenience. The CITY may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date,

as determined by the CITY, such payment not to exceed the fair value of the services provided hereunder.

12. Inspection and Reports. The CITY shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by the CONTRACTOR, whether situated within or beyond the limits of the CITY. Whenever requested, the CONTRACTOR shall immediately furnish to the CITY full and complete written reports of his operation under this Contract in such detail and with such information as the CITY may request.
13. Successor and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the CITY nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
14. Compliance with Laws. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
15. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
16. Change Orders, Price Modifications, and Other Amendments. The CITY shall have the right to require the CONTRACTOR to make alterations of, additions to and deductions from the work. All such changes to the Scope of Work shall be made by a written change order written by the CITY. The CONTRACTOR shall compute the effect of the change order upon the Agreement price, subject to review and acceptance by the CITY. Any other changes or amendments to the terms of this Agreement and the other Contract Documents may be made only by a written document referencing this Agreement and executed by both parties.
17. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

19. Entire Agreement. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with matters described. This Agreement supercedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

The Contractor's original bid price for this service is _____.

IN WITNESS WHEREOF, the Owner has caused this instrument to be signed and its corporate seal to be hereto afixed in its behalf, and the Contractor has caused this instrument to be signed in its behalf.

FOR THE OWNER,

By the _____

FOR THE CONTRACTOR,

Witness: _____

By the _____

Approved as to Appropriation:

City Accountant

Certificate of Acknowledgment of Contractor if a Corporation

For AGREEMENT

State of _____)

SS:

County of _____)

On this _____ day of _____, 20____,

before me personally came _____

to me known, who being by me duly sworn, did depose and say as follows:

That he resides at _____

and is the _____

of _____

the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order of the Board of Directors of said corporation; and that by the like order he signed thereto his name and official designation.

Notary Public

(Seal)

My commission expires: _____

SECTION IV

BONDS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

_____ (an individual, a partnership, a corporation)

duly organized under the Laws of the State (or Commonwealth) of _____,

and having a usual place of business at _____,

as Principal, and _____, a corporation

duly organized under the Laws of the State (or Commonwealth) of _____,

and having a usual place of business at _____,

as Surety, are holden and stand firmly bound and obligated unto the City of Greenfield,

Massachusetts, as obligee, in the sum of _____,

lawful money of the United States of America to and for the true payment whereof we bind

ourselves and, each of us, our heirs, executors, administrators, successors, and assigns, jointly

and severally, firmly by these presents.

WHEREAS, the Principal, by means of a written AGREEMENT (which together with the Contract Documents in said AGREEMENT referred to are collectively sometimes referred to as the "Contract") dated _____.

Has entered into a contract with the said obligee for _____

a copy of which AGREEMENT is attached hereto and by reference made a part hereof.

NOW THEREFORE, THE CONDITION of this obligation is such that if the Principal shall well and truly keep and fully and faithfully perform all of the terms and conditions of said AGREEMENT and of the "Contract Documents" referred to in said AGREEMENT (which collectively are hereinafter and in said AGREEMENT sometimes referred to as the "Contract") and all modifications thereof on the Principal's part to be performed, this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever the said Principal shall be, and declared by the City to be in default under the said Contract, the City having performed the City's obligations thereunder, the Surety, for value received, shall promptly remedy the default, or, at the option of the City, shall promptly

- (a) Complete the said AGREEMENT and/or Contract in accordance with its terms and conditions, or

(b) Obtain a bid or bids for submission to and the approval of the City for completing the said AGREEMENT and/or Contract and any modifications thereof in accordance with the terms and condition thereof, and upon determination by the City and the Surety of the lowest responsible and acceptable bidder, arrange for a contract between such bidder and the City, and make available to the City as the Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less a sum that shall be equal to the difference between the Contract price as fixed and provided in said AGREEMENT and/or Contract price as fixed and provided thereof to be paid thereunder to the Principal and the amount previously paid by the City to and/or for the account of and/or chargeable against the Principal, but not exceeding (including other costs and damages for which the Surety may be liable hereunder) the amount set forth in the first paragraph hereof.

The Surety, for value received, agrees further that no changes in, omissions from, or alteration, modifications or additions to the terms and provisions of said AGREEMENT, and/or Contract or the Work to be performed thereunder, and that no extensions of time given or changes made in the manner or time of making payments thereunder, shall in any way affect the Surety's obligations on this Bond, and the Surety hereby waives notice of any such changes, omissions, alteration, modification, additions or extensions.

IN WITNESS WHEREOF, we have hereunto set our hands and seals to _____
counterparts of this Bond, this _____ day of _____
in the year Two Thousand and Nineteen.

Principal (Seal)

Principal (Seal)

Principal (Seal)

Surety (Seal)

Surety (Seal)

Surety (Seal)

(NOTE: If the Principal (Contractor) is a partnership, the Bond should be signed by each of the partners.

If the Principal (Contractor) is a corporation, the Bond should be signed in its correct corporate name by its duly authorized officers.

If this Bond is signed on behalf of the Surety by an attorney-in-fact, there should be attached to it a duly certified copy of his power of attorney showing his authority to sign such Bonds.

There should be executed an appropriate number of counterparts of the Bond corresponding to the number of counterparts of the AGREEMENT.)

Certificate of Acknowledgment of Contractor if a Corporation

For CONTRACT BONDS

State of _____)

SS:

County of _____)

On this _____ day of _____, 20____,

before me personally came _____

to me known, who being by me duly sworn, did depose and say as follows:

That he resides at _____

and is the _____

of _____

the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order of the Board of Directors of said corporation; and that by the like order he signed thereto his name and official designation.

Notary Public (Seal)

My commission expires: _____

SECTION V

SCOPE OF SERVICES

SCOPE OF SERVICES

I. GENERAL INFORMATION

The WPC Plant is a secondary treatment facility with a design capacity of 3.4 MGD and an average daily flow of 3.3 MGD. Sludge consists of combined thickened primary and humus sludge. Appendix A contains a process flow schematic.

Sludge Thickening - Primary and humus sludge is continually pumped to one 40,400-gallon gravity thickening tank. Sludge rake arms located at the bottom of the tank collect the sludge in the central thickening portion of the tank allowing for continued settling, mixing, and concentration. Sludge thickens to an average concentration of 4.7% solids. Three times per week the sludge is pumped from the gravity thickener to a 10,000 gallon outside storage tank. This is the tanker from which the proponent will pump the sludge into his tanker. The tanker is outside and partially insulated, however, during very cold weather the sludge can not be left in the tanker overnight. In very hot weather, the sludge can not be held in the tank for more than 24 hours due to gas production. During the warmer summer months, sludge is pumped from a different tank directly to the haulers tanker by DPW personnel. The load time and pick-up time when this occurs are the same.

Sludge Production Volume - Estimates of current sludge production and characteristics at the Greenfield WPC Plant are based on an evaluation of operating records from July 2014 to June 2018. See Appendix B. While annual sludge production remains fairly constant, some seasonal variation does occur when the trickling filters undergo spring and fall sloughing periods. These sloughing periods typically occur in late spring and fall and result in increased sludge production.

Sludge Quality – Appendix C contains the analyses performed in 2018 in compliance with federal sludge monitoring requirements. Additional historical data is available upon request.

2. GENERAL SCOPE

The pick up point to be used by the Contractor for the term of this Contract shall be the City of Greenfield WPC Plant, 384R Deerfield Street, Greenfield, MA.

This Contract shall include the removal of all sludge generated by said plant during the term of the Contract.

The cost to transport the sludge to an approved disposal site will be the same for all disposal sites.

The sludge shall be disposed of at an approved facility. Approval shall be by the appropriate state and local regulatory agency of the state in which the facility is located. The City may require written proof of approval from the appropriate agencies before the award of the contract.

Notwithstanding any projections contained in this Invitation for Bids, the City makes no commitment of the total gallonage or tonnage for the term of the Contract, and the proposals shall be on a “unit cost per dry ton” basis for liquid sludge removal.

Bidders must submit cost proposals on both transportation and disposal costs. The City reserves the right to make no contract award on any item.

Pick-up Frequency - The WPC Plant operates 8 hrs./day, Monday through Friday. The response time for pick-up of loads must be immediate, so as to minimize back-up of sludge in the plant. The owner will contact the Contractor the day before to schedule the number of tankers or containers needed on that day. The Contractor will be responsible for the removal of these materials to approved disposal site(s). The Contractor shall have available sufficient reserve tankers or containers to provide for unforeseen surge in flow, sludge production transportation difficulties, or other adverse contingencies.

Pick-up Days and Times - The Contractor shall make pick-ups with sufficient frequency to assure that no sludge back-ups occur at the WPC Plant. It is expected that the average volume of liquid sludge will be 27,000 - 36,000 gal./wk. (based on a five-day week) and should not exceed 18,000 gallons in one day. Unless emergencies cause unforeseen conditions, sludge will be only removed on weekdays, Monday through Friday, and avoided on holidays. Pick-ups will generally be loaded Monday through Friday from 7:15 a.m. to 2:00 p.m., although the City will consider after hours pick-ups. The owner shall determine if a sludge back-up has occurred and when such a back-up shall cause deleterious effects to the treatment process. In such a case, the owner shall notify the Contractor of such a condition and the Contractor must respond and dispatch the requested number of vehicles in twenty-four (24) hours of notification. Failure of the Contractor to respond will result in the owner’s authorization to contract other vendors to remove the necessary amount of sludge until the WPC Plant returns to normal operation.

Materials for Which Contractor is Responsible - The Contractor will be responsible for the removal of all “sludge” as defined in the herein.

Materials for Which Contractor in NOT Responsible - Hazardous or radioactive defined, as from time to time determined under state and federal law, but not limited by their enumeration:

- 40 CFR Section 261.3
- 42 USC Section 6921-6925
- 42 USC Section 6901 et seq.

Contract Payment Schedule - All contract payments shall be understood to be subject to appropriation by the City of Greenfield on an annual budget basis. Payment for the removal of liquid sludge shall be on a per ton dry basis which is based on documentation of weight amounts for each load. Documentation of weight shall be calculated from a composite sample of at least (3) grab samples taken at the beginning, midpoint, and end of each tanker being filled. Billing will be based on data generated by the Greenfield WPC Plant laboratory. The Contractor may request a split sample or to review the analytical procedure. The procedure shall be for “Total Solids” as specified in the latest edition of Standard Methods for the Examination of Water and Wastewater. A calibrated pole inserted in the top of the tank and agreed on by both parties shall measure the

volume in gallons. Any changes in this billing procedure shall be requested in writing and agreed upon by both parties. Payment shall include compensation for both transportation and disposal, along with all work incidental to complete the work. Actual payment by the City for the above-identified services shall be made monthly after receipt of appropriately documented invoices from the Contractor.

No Additional Compensation - The Contractor shall perform and provide all services under the Contract and shall not be entitled to any compensation in addition to the amount provided under the Contract for the term of the Contract.

Spillage of Materials - If at any time materials covered under this Contract are spilled onto a street or any property, whether publicly or privately owned by the Contractor, or the contents of a truck are spilled or illegally dumped onto a street or property, whether publicly or privately owned, the Contractor shall clean up the spilled or illegally dumped materials immediately. The materials shall be cleaned up sufficiently so as to restore the cleanliness of the property and the safety of the occupants, and the Contractor shall pay all cost, including those to the City for legal services, fees, fines, and penalties associated with the spillage or dumping. All spills shall be reported to the appropriate pollution control regulatory agency located in the state where the spill occurred.

Right of Off-Set - If the City incurs expenses and/or damage as a direct result of the Contractor's improper performance of the Contract or the Contractor fails to perform under the Contract, the City has the right to reduce any monthly payment by the amount, hereinafter referred to as the "off-set," of incurred expenses and/or damages on a pro rata basis for each day of non-performance. The City shall hold the off-set in escrow and shall notify the Contractor in writing within seven days of the specific reasons for and the amount of any such off-set. If the Contractor does not object in writing and with specific reasons for and the amount of any such off-set, the Contractor will be deemed to have waived any right or claim to the off-set. If the Contractor does object with reasons to the off-set, the City shall hold the off-set in escrow until the dispute is settled pursuant to the term of this Contract.

Reports - The Contractor shall prepare and submit to the City with each billing for the same time period monthly reports which shall contain (where applicable), the following:

*The Contractor shall maintain an up-to-date log of collections from the WPC Plant and delivery to disposal site(s) indicating pick-up date, time, bill of lading number, volume, % solids, disposal site, and load number.

*Each invoice shall be accompanied by a signed certification indicating the disposal site that was utilized for each load of sludge.

*In addition to the foregoing, the Contractor will make immediate report to the designated City representative whenever contamination has occurred, as a result of spillage or otherwise.

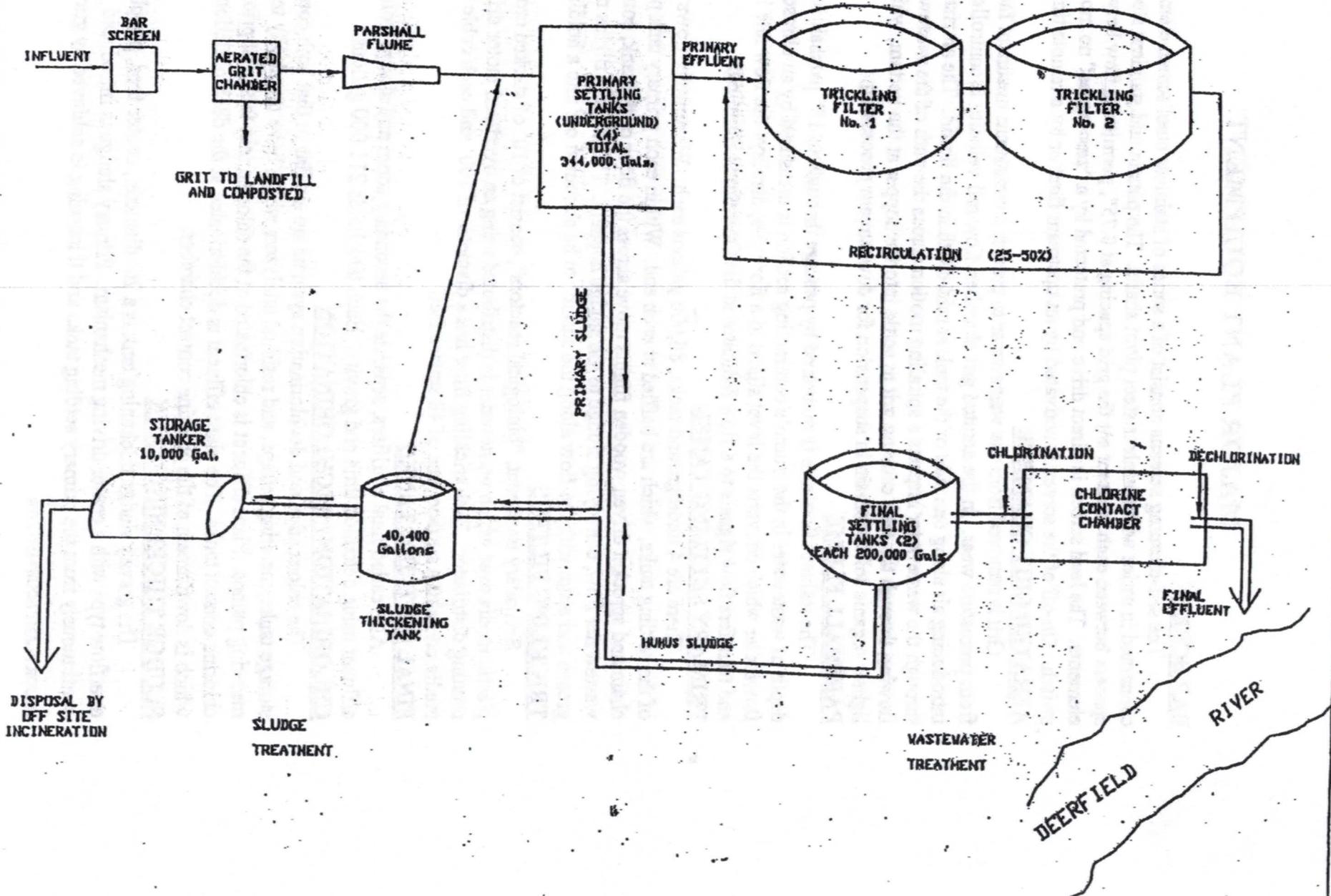
APPENDIX A

WPC PLANT FLOW DIAGRAM

CITY OF GREENFIELD

Water Pollution Control Plant

BASIC FLOW DIAGRAM



APPENDIX B

SLUDGE SUMMARY FY2015-2018

FY2015

Month	Total Gallons	Number Loads	Aver % Solids	Dry tons
Jul-14	162,000	18	4.60	31.15
Aug-14	153,000	17	5.30	33.56
Sep-14	207,000	23	2.40	19.86
Oct-14	189,000	21	4.10	32.8
Nov-14	144,000	16	5.00	30.19
Dec-14	153,000	17	4.80	30.31
Jan-15	144,000	16	5.20	31.16
Feb-15	126,000	14	4.70	24.86
Mar-15	153,000	17	4.65	29.65
Apr-15	117,000	13	3.93	19.16
May-15	198,000	22	4.80	33.44
Jun-15	288,000	32	4.10	49.42
Mo Aver			4.47	
Total (YTD)	2,034,000	226		365.56

FY2016

Month	Total Gallons	Number Loads	Aver % Solids	Dry tons
Jul-15	144,000	16	5.09	30.57
Aug-15	153,000	17	4.00	25.66
Sep-15	180,000	20	2.90	21.52
Oct-15	162,000	18	4.21	28.46
Nov-15	153,000	17	5.16	27.89
Dec-15	153,000	17	5.49	31.6
Jan-16	135,000	15	4.80	27.13
Feb-16	153,000	17	4.94	31.52
Mar-16	150,000	17	4.11	25.74
Apr-16	180,000	20	4.90	36.77
May-16	180,000	20	5.50	41.36
Jun-16	153,000	17	5.40	41.19
Mo Aver			4.71	
Total (YTD)	1,896,000	211		369.41

FY2017

Month	Total Gallons	Number Loads	Aver % Solids	Dry tons
Jul-16	180,000	20	3.31	24.84
Aug-16	225,000	25	2.76	25.93
Sep-16	216,000	24	2.30	20.76
Oct-16	198,000	22	2.10	17.34
Nov-16	153,000	17	2.90	18.46
Dec-16	197,000	22	5.09	41.77
Jan-17	171,000	19	5.00	36.5
Feb-17	144,000	16	5.40	32.13
Mar-17	162,000	18	5.20	33.32
Apr-17	162,000	18	5.40	34.94
May-17	171,000	19	7.30	52.33
Jun-17	180,000	20	6.20	47.63
Mo Aver			4.41	
Total (YTD)	2,159,000	240		385.95

FY2018

Month	Total Gallons	Number Loads	Aver % Solids	Dry tons
Jul-17	181,000	20	3.70	26.31
Aug-17	162,000	18	4.10	27.69
Sep-17	204,000	23	3.30	28.46
Oct-17	252,000	28	4.00	41.41
Nov-17	153,000	17	4.97	31.71
Dec-17	144,000	16	5.40	33.51
Jan-18	153,000	17	4.96	26.05
Feb-18	135,000	15	4.67	26.27
Mar-18	162,000	18	4.40	29.72
Apr-18	169,500	18	6.00	42.14
May-18	207,000	23	6.94	33.85
Jun-18	162,000	18	5.70	38.84
Mo Aver			4.85	
Total (YTD)	2,084,500	231		385.96

FY2019

Month	Total Gallons	Number Loads	Aver % Solids	Dry tons
Jul-18	162,000	14	4.60	31.19
Aug-18	162,000	18	6.00	40.51
Sep-18	144,000	16	4.00	23.98
Oct-18	162,000	18	4.80	32.56
Nov-18	153,000	17	6.30	39.89
Dec-18	144,000	17	6.20	37.15
Jan-19	153,000	17	4.89	30.85
Feb-19	153,000	17	4.30	27.38
Mar-19	162,000	18	4.50	28.81
Apr-19				
May-19				
Jun-19				
Mo Aver			5.07	
Total (YTD)	1,395,000	152		292.32

APPENDIX C

2018 SLUDGE TESTING



Microbac Laboratories, Inc. - Dayville

CERTIFICATE OF ANALYSIS

D9A1971

Revised Report: Amended to add requested analysis.

Town of Greenfield- DPW

Vanessa Kereakoglow
14 Court Square
Greenfield, MA 01301

Project Name: Wastewater

Project / PO Number: N/A
Received: 01/24/2019
Reported: 02/08/2019

Analytical Testing Parameters

Client Sample ID: Sludge (Raw)
Sample Matrix: Solid Waste
Lab Sample ID: D9A1971-01

Collected By: Customer
Collection Date: 01/22/2019 13:30

Inorganics

Method: SM2540 G-1997

Result	Limit(s)	RL	Units	Note	Prepared	Analyzed	Analyst
Percent Solids	1.61		% by Weight	Y1	01/29/19 2100	01/30/19 1505	ELB

Metals, Total

Method: EPA 3050B/EPA 6010C

Result	Limit(s)	RL	Units	Note	Prepared	Analyzed	Analyst
Arsenic	<15.5	15.5	mg/kg dry	Y1	01/29/19 1405	01/30/19 2152	BRC
Barium	250	31.1	mg/kg dry	Y1	01/29/19 1405	01/30/19 2152	BRC
Cadmium	<6.21	6.21	mg/kg dry	Y1	01/29/19 1405	01/30/19 2152	BRC
Chromium	20.2	6.21	mg/kg dry	Y1	01/29/19 1405	01/30/19 2152	BRC
Copper	373	6.21	mg/kg dry	Y1	01/29/19 1405	01/30/19 2152	BRC
Lead	41.7	9.32	mg/kg dry	AC,Y1	01/29/19 1405	01/30/19 2152	BRC
Molybdenum	<6.21	6.21	mg/kg dry	Q11,Y1	01/29/19 1405	01/30/19 2152	BRC
Nickel	<15.5	15.5	mg/kg dry	Y1	01/29/19 1405	01/30/19 2152	BRC
Selenium	<15.5	15.5	mg/kg dry	Y1	01/29/19 1405	01/30/19 2152	BRC
Silver	<6.21	6.21	mg/kg dry	Y1	01/29/19 1405	01/30/19 2152	BRC
Zinc	511	15.5	mg/kg dry	Y1	01/29/19 1405	01/30/19 2152	BRC

Method: EPA 7471B

Result	Limit(s)	RL	Units	Note	Prepared	Analyzed	Analyst
Mercury	<2.05	2.05	mg/kg dry	Y1	02/07/19 1156	02/07/19 1503	JDF



Microbac Laboratories, Inc. - Dayville

CERTIFICATE OF ANALYSIS

D9A1971

Client Sample ID: Sludge 2 (RAW)	Collected By: Customer
Sample Matrix: Solid Waste	Collection Date: 01/24/2019 12:00
Lab Sample ID: D9A1971-03	

Inorganics	Result	Limit(s)	RL	Units	Note	Prepared	Analyzed	Analyst
Method: SM2540 G-1997								
Percent Solids	5.76			% by Weight	Y1	01/29/19 2100	01/30/19 1505	ELB

Metals, Total	Result	Limit(s)	RL	Units	Note	Prepared	Analyzed	Analyst
Method: EPA 3050B/EPA 6010C								
Arsenic	<4.34	4.34	4.34	mg/kg dry	Y1	01/29/19 1405	01/30/19 2139	BRC
Barium	190	8.68	8.68	mg/kg dry	Y1	01/29/19 1405	01/30/19 2139	BRC
Cadmium	<1.74	1.74	1.74	mg/kg dry	Y1	01/29/19 1405	01/30/19 2139	BRC
Chromium	12.9	1.74	1.74	mg/kg dry	Y1	01/29/19 1405	01/30/19 2139	BRC
Copper	322	1.74	1.74	mg/kg dry	Y1	01/29/19 1405	01/30/19 2139	BRC
Lead	26.7	2.60	2.60	mg/kg dry	R1,Y1	01/29/19 1405	01/30/19 2139	BRC
Molybdenum	3.50	1.74	1.74	mg/kg dry	Q11, R3,Y1	01/29/19 1405	01/30/19 2139	BRC
Nickel	12.4	4.34	4.34	mg/kg dry	R3,Y1	01/29/19 1405	01/30/19 2139	BRC
Selenium	<4.34	4.34	4.34	mg/kg dry	Y1	01/29/19 1405	01/30/19 2139	BRC
Silver	<1.74	1.74	1.74	mg/kg dry	Y1	01/29/19 1405	01/30/19 2139	BRC
Zinc	474	4.34	4.34	mg/kg dry	Y1	01/29/19 1405	01/30/19 2139	BRC

Method: EPA 7471B								
Mercury	0.628		0.573	mg/kg dry	Y1	02/07/19 1156	02/07/19 1505	JDF

Results in **bold** have exceeded a limit defined for this project. Limits are provided for reference but as regulatory limits change frequently, Microbac Laboratories, Inc. advises the recipient of this report to confirm such limits and units of concentration with the appropriate Federal, state or local authorities before acting on the data.

Definitions

AC:	The recovery for the initial low level check standard was outside of the quality control range. The closing low level check standard was within range.
MCL:	US EPA Maximum Contaminant Level
Q11:	The recovery for the low level check standard was outside of the quality control range.
R1:	Duplicate RPD is outside acceptance criteria.
R3:	Duplicate RPD is outside of acceptance criteria. The difference between the results is less than 2x Method Reporting Limit.
RL:	Reporting Limit
Y1:	Accreditation is not offered by the accrediting body for this analyte.

Project Requested Certification(s)	
Microbac Laboratories, Inc. - Dayville M-CT008	Massachusetts Department of Environmental Protection