

CONTRACT DOCUMENTS

Contract #1- Sludge Removal Services

I. GENERAL

As requested by legal advertisement and possibly other means, the Authority of the Tunkhannock Borough Municipal Authority, herein after referred to as the AUTHORITY, is soliciting bids from qualified individuals and organizations, herein referred to as the CONTRACTOR(S), for the removal of sewage sludge from the municipal wastewater treatment plant, located at 26 McCord Street, Tunkhannock Borough, Wyoming County, Pennsylvania, herein referred to as the TREATMENT PLANT.

II. SCOPE OF WORK

1. Work included in this bid consists of the hauling and disposal of sludge cake from the TREATMENT PLANT to an approved landfill. The AUTHORITY anticipates generating approximately three hundred (300) tons of sludge cake along with having the dumpster pulled approximately twenty-six (26) times per year.
 - a. The CONTRACTOR shall supply a roll off container with a nominal capacity of 25 cubic yards. The roll off container shall be removed not more than twenty-four (24) hours after the CONTRACTOR has been notified by the Authority. An empty roll off container shall be returned to the prescribed location at the TREATMENT PLANT the next working day after a load of sludge cake has been disposed of, if not sooner. The dimensions of said dumpster shall allow it to be placed by the CONTRACTOR at the location prescribed. CONTRACTOR may have access to the TREATMENT PLANT for removal or delivery of the roll off container during the normal working hours of the AUTHORITY.
 - b. SPILLS- Any sludge spilled while loading/moving roll off shall be promptly removed by CONTRACTOR.
 - c. Roll off container shall be of sound construction and shall not have any holes.

III. CONTRACTOR QUALIFICATIONS

1. CONTRACTOR(S) shall obtain and possess Act 90 Waste Hauler Authorization from the Pennsylvania Department of Environmental Protection.
2. CONTRACTOR(S) shall show proof that they have an agreement with an approved landfill to dispose of sludge cake for a period of not less than three (3) years. A copy of said proof shall be included with the bid.

IV. INSURANCE

1. Throughout the life of this Agreement, the Contractor shall pay for and maintain in full force and effect with an insurance company(ies) admitted by the Pennsylvania Insurance Commissioner to do business in the Commonwealth of Pennsylvania and rated not less than A in the most current available Best's Key Rating Guide (Property-Casualty), the following policies of insurance:

a. Commercial General Liability ("CGL") insurance on an occurrence basis covering claims of bodily injury and property damage resulting from the Contractor's performance of the work under this Agreement. CGL insurance shall initially have a combined single limit of not less than Five Hundred Thousand Dollars (\$500,000) for each Occurrence and a One Million Dollars (\$1,000,000) minimum General Aggregate. Products/Completed Operations shall have a (\$500,000) occurrence and (\$1,000,000) Aggregate Limit. The above CGL insurance policy limits shall be subject to increase from time to time as Authority may reasonably request;

b. Automobile liability insurance covering bodily injury and property damage of not less than One Million Dollars (\$1,000,000) combined single limits; and

c. Statutory Worker's Compensation and Employer's Liability insurance; and

d. Transportation Pollution Liability Insurance, on an occurrence basis covering bodily injury, property damage, and remediation from pollution incidents of not less than One Million Dollars (\$1,000,000) per occurrence with a (\$1,000,000) Aggregate Limit.

2. All policies of insurance required hereunder shall be endorsed to include Tunkhannock Borough Municipal Authority, its officers, agents, board members, and employees as Additional Insured's for Ongoing and Completed Operations. Specifically, Contractor's CGL insurance policy shall name the Authority, its officers, agents, supervisors, elected officials, and employees as an additional insured for Ongoing and Completed Operations under an ISO endorsement similar to CG 20 37 07 04 or non-ISO equivalent. Similar additional insured

endorsement(s) shall be included for the Transportation Pollution Liability Insurance. The Contractor's insurance shall be primary and non-contributory to insurance coverage maintained by the Authority.

3. Each insurance policy shall be endorsed to state that coverage shall not be changed or cancelled except after thirty (30) days prior written notice for non-payment of insurance premiums and thirty (30) days prior to written notice for all other reasons for cancellation. The aforementioned notices shall be sent by certified mail, return receipt requested.

4. Regardless of the minimum insurance requirements herein, the Contractor shall agree to commit the Contractor's full policy limits and these minimum requirements shall not restrict the Contractor's liability or coverage limit obligations.

5. Upon notification of receipt by the Authority of a Notice of Cancellation, major change, modification or reduction in coverage, the Contractor shall immediately file with the Authority a certified copy of the required new or renewal policy, certificates for such insurance, endorsements, and other documentation as it may reasonably require verifying required insurance policies are in place.

6. If at any time during the term of this Agreement, or any extension thereof, the Contractor fails to maintain the required insurance in full force and effect, all work under this Agreement shall be discontinued immediately. Any failure to maintain the required insurance shall be considered a breach of this Agreement and sufficient cause for the Authority to terminate this Agreement immediately upon written notification to the Contractor.

7. If the Contractor is permitted to subcontract all or any portion of the work to be performed under this Agreement, the Contractor shall require each subcontractor or subconsultant to adhere to all subsections of this Insurance section, written evidence of which shall be provided to the Authority prior to commencement of work by the subcontractor or subconsultant. Similarly, any cancellation, lapse, reduction or change of subcontractor or subconsultants insurance shall have the same impact as described above.

V. INDEMNIFICATION

The Contractor and its Subcontractor, if any, shall release, hold harmless, and indemnify the Authority, its officers, elected officials, agents, representatives, and employees acting within the scope of their official duties from and against damages, costs, and expenses (including reasonable attorneys' fees) to the extent caused by the negligent acts, errors, or omissions of the Contractor, its employees, Subcontractor, agents, servants, and/or anyone acting under the Contractor's control and/or the Contractor's direction, in the performance of the requirements of this Agreement. The Contractor shall defend any lawsuit commenced against the Authority and shall pay any judgments and costs connected with such proceeding which are based upon the negligent acts or omissions of the Contractor or its Subcontractor. If the Contractor is successful in defending such a lawsuit, then the Authority will reimburse the Contractor for its costs

and expenses associated with such defense only to the extent that such liabilities arise from an action which can be properly brought against the Authority as an exception to governmental immunity in accordance with the Political Subdivision Tort Claims Act, 42 Pa.C.S.A. § 8541 et seq. and in accordance with such limits of liability set forth in the Act, along with payment for any withheld invoices.

VI. BID PROCEDURES

Sealed bids will be accepted at the Authority office, 201 West Tioga Street, Tunkhannock, Pennsylvania, 18657 until the time of the formal bid opening to be held on Thursday, May 13, 2021 at 2:00 PM in the conference room of the facility. Bid envelopes shall be clearly marked: BID SLUDGE REMOVAL.

Bids shall indicate the cost per ton and the cost per pull. Bids shall also include the total cost for the three (3) year term of the contract, based on the disposal of three hundred (300) tons and twenty-six (26) pulls of the roll off container per year. A pull consists of picking up a loaded roll off container, delivery to and emptying the roll off container at the landfill and returning an empty roll off container to the TREATMENT PLANT. The AUTHORITY will have the option of purchasing liners at the contract price or providing their own liner. The number of tons of sludge cake removed and the number of pulls of the dumpster are estimates used for bid purposes only, the actual numbers may vary. The actual numbers will be the basis for payment. In the event that there are any mathematical errors in the bid schedule, the unit costs per ton and per pull will be used to determine the bid price.

Bid envelope(s) will be opened and the name of the CONTRACTOR and the bid amount publicly announced. As soon as practical thereafter, the AUTHORITY shall send the CONTRACTOR who submitted the lowest responsive bid a Notice of Award. However, the AUTHORITY reserves the right to reject all bids and not award the contract if it deems it in its best interest to do so.

After receipt of the Notice of Award, the successful CONTRACTOR shall have fifteen (15) days to execute a Contract Agreement, a copy of which is attached. When the AUTHORITY is satisfied that all requirements have been met, a Notice to Proceed with the contract will be issued. The Notice to Proceed will establish the date by which the contract begins.

VII. PAYMENTS

The AUTHORITY will pay for these services once each month. Invoice must show the date for each removal and be accompanied by certified weigh slips from the disposal facility. The AUTHORITY, at its regular public meeting, will authorize payment for services rendered during the preceding month. Payment will be made promptly after authorization.

VIII. TERMINATION CLAUSE

The AUTHORITY may terminate this contract upon the occurrence of any one or more of the following events:

1. If the CONTRACTOR persistently fails to perform the work in accordance with the contract documents.
2. If the CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction.
3. If the CONTRACTOR disregards the authority of the MANAGER of the Municipal Authority.
4. If the CONTRACTOR otherwise violates in any substantial way any provisions of the CONTRACT DOCUMENTS.

The AUTHORITY may, after giving the CONTRACTOR seven days written notice and to the extent permitted by laws and regulations, terminate the contract.

Proposal of _____ (herein after known as CONTRACTOR) existing in and organized under the laws of the state of _____ and doing business as a (an) _____. (Insert "individual, partnership or corporation" as applicable.)

In compliance with the Authority's advertisement for bids, CONTRACTOR hereby proposes to perform all work for Contract #1-Sludge Removal Services in strict accordance with the CONTRACT DOCUMENTS, for a period of three (3) years from the date of commencement of the contract, and at the prices stated below.

BIDDER'S REPRESENTATIONS

The BIDDER, in submitting the attached BID SCHEDULE, represents that prior to bidding:

1. To the extent that he deems necessary or desirable, he has reviewed the SCOPE OF WORK.
2. He has had ample time to request clarification from the AUTHORITY about any part of the BID DOCUMENTS that are not clear to him or about which he has any questions or concerns, and that, to the extent that he has requested clarifications, he has received satisfactory answers.
3. He has carefully reviewed all documents for the purpose of detecting errors or inconsistencies and, to the extent that he has found any such errors or inconsistencies have duly reported them to the AUTHORITY and has had opportunity to request clarification from the AUTHORITY, and has received satisfactory responses.

IF CONTRACTOR IS:

An Individual: By _____
(Signature) (Printed Name)

Doing business as: _____

Address: _____

Phone Number: _____

IF CONTRACTOR IS:

A Partnership: _____
(Firm Name)

(Signature General Partner) (Printed Name)

Business address: _____

Phone Number: _____

IF CONTRACTOR IS:

A Corporation: _____
(Corporation Name)

(State of Incorporation)

By: _____
(Signature of Authorized Person) (Printed Name)

(Title) (Attested By)

(CORPORATE SEAL)

Business address: _____

Phone Number: _____

BID SCHEDULE

Contract # 1- Sludge Removal Services

Contract Year	Number of Pulls per Year	Cost per Pull	Number of Liners	Cost of Liner	Tons per Year	Cost Per Ton	Total Cost of Tonnage	Total Cost of Pulls + Liners+ Tonnage
First	26	\$	26	\$	300	\$		\$
Second	26	\$	26	\$	300	\$		\$
Third	26	\$	26	\$	300	\$		\$

Total bid for contract for three-year terms: \$ _____
(Total Price in Numerals)

Total Bid for Contract for three-year term:

\$ _____ Dollars and _____ Cents.
(Total Price in Words)

CONTRACT AGREEMENT

Contract # 1- Sludge Removal Services

THIS AGREEMENT, made this _____ of _____, by _____ and between Tunkhannock Borough Municipal Authority, hereinafter called "owner" and _____, hereinafter called "contractor".

WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

1. The Contractor will perform the work in accordance with the CONTRACT DOCUMENTS: Contract #1- Sludge Removal Services.
2. The Contractor will commence work after Contractor receives the Notice to Proceed.
3. The Contractor will provide the service for a three (3) year term as specified in the CONTRACT DOCUMENTS.
4. The Contractor agrees to perform all work as described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of _____, or as set forth in the CONTRACT DOCUMENTS.
5. The Owner will pay to the Contractor in the manner and at such times and amounts as set forth in the CONTRACT DOCUMENTS.
6. The Contractor has a commitment from Keystone Sanitary Landfill, Inc. for the disposal of sewage sludge for a period of not less than three (3) years.
7. The Contractor shall submit a certificate of liability insurance which lists the Authority as additionally insured.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed original on the date first above written.

OWNER:

TUNKHANNOCK BOROUGH MUNICIPAL AUTHORITY

ATTEST: _____

BY: _____

(PRINT NAME)

(TITLE)

(PRINT NAME)

(TITLE)

(SEAL)

CONTRACTOR:

(ADDRESS)

BY: _____

ATTEST: _____

(PRINT NAME)

(TITLE)

(PRINT NAME)

(TITLE)

(SEAL)