



TOWN OF UPTON, MASSACHUSETTS

DEPARTMENT OF PUBLIC WORKS

April 9, 2016

MEMO TO: Blythe C. Robinson, Town Manager

FROM: Vincent J. Roy, Director of Public Works

RE: Contract Award – Sludge Hauling and Disposal – Contract # 17-1

On March 14th the Town advertised an IFB package for Sludge Hauling and Disposal for sludge generated at the Wastewater Treatment Facility. The IFB was advertised in the Goods & Services bulletin, Milford Daily Newspaper and Town's web site as required under M.G.L. Chapter 30B. The IFB instructed contractors to submit a bid package which included bid amounts for the next three (3) consecutive years. Years 2 and 3 of the contract are optional for either party and are subject to Town meeting approval for funds in FY18 and FY19.

On March 22nd, the DPW conducted a pre-bid conference at the Wastewater Treatment Facility, with three contractors attending. On March 29th, the DPW opened bids from two (2) of the contractors who attended the pre-bid conference. Based upon the disposal and transportation cost specified in the IFB, the low bid was received from Waste Water Services, Inc. of Bridgewater, MA. The total three (3) year bid amount is \$77,750.40; FY17 - \$25,401.60, FY18 - \$25,916.80, and FY19 - \$26,432.00.

Scott Hennessey, Water & Sewer Division Supervisor conducted a reference check with current and former municipalities that have contracted with Waste Water Services Inc. for sludge hauling and disposal in the past five years. Mr. Hennessey received positive feedback from everyone he had contacted.

Based upon their bid submission and their record of conducting good business, I recommend that the Board of Selectmen deem Waste Water Services, Inc. a responsive and responsible bidder and award a contract. The funding source for sludge hauling and disposal is from the FY17 Wastewater Enterprise Fund Operating Budget, subject to the Annual Town Meeting approval.

Given that the value of the contract exceeds \$25,000, I am requesting that the Board of Selectmen review this recommendation, take action to approve the contract and provide the Town Manager with authorization to execute it on the Town's behalf. Please let me know if you have any further questions about this request, or need additional information.

Enclosure: Bid Tab and Waste Water Services bid submission

cc: Scott Hennessey, Water & Sewer Division Supervisor

TOWN MANAGER
Blythe C. Robinson

DIRECTOR OF PUBLIC WORKS
Vincent J. Roy.
1 Main St • Ste 13 • Upton, MA 01568-1687
T: 508.529.3067 • F: 508.529.1001



**Town of Upton - DPW
1 Main Street/ Suite 13
Upton, MA 01568**

Agreement ID#: 17-1

SLUDGE HAULING AND DISPOSAL

THIS AGREEMENT made this 1st day of April, 2016 by and between the TOWN of UPTON, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at, 1 Main St., Suite 1, Upton, MA, 01568 hereinafter referred to as the "TOWN", and **Waste Water Services, Inc.**, a corporation having a usual place of business at **1997 Bedford Street, Bridgewater, MA 02324**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

Whereas, the TOWN invited the submission of proposals for **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 TOWN has decided to award the contract therefor to the CONTRACTOR.

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

1. **Contract Documents.** The Contract Documents consist of this Agreement and the CONTRACTOR's Bid Response. These documents form the entire agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this agreement must be in writing and signed by an official with the authority to bind the **Town**. The Contract Documents consist of the following:
 - a. This Agreement;
 - b. The **Contractor's** Bid or Proposal;
 - c. The Request for Proposals, Specifications,
 - d. Copies of all required bonds, certificates of insurance and licenses required under the contract.
2. **Scope of Work.** The Scope consists of **Sludge Hauling and Disposal** as described in the general specifications.
3. **Term of Contract.** This Agreement shall be in effect from **July 1, 2016** and shall expire upon **June 30, 2019**, unless terminated earlier pursuant to the terms hereof.
4. **Compensation.** The TOWN 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. The Agreement Sum. The TOWN shall pay the **Contractor** for the performance of this Agreement a sum NOT TO EXCEED **\$25,401.60 (Twenty Five Thousand, Four Hundred One Dollars and Sixty Cents)** including all reimbursable expenses in FY16. Fiscal years 17 and 18 will be renewed upon Town Meeting approval of funds as specified in the awarded bid price.
6. Payment of Compensation. The TOWN shall make payments within thirty (30) days after its receipt of an Invoice.
7. Liability of the TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
8. 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 TOWN for any purpose.
9. Insurance The Contractor shall maintain insurance with minimum limits as defined in the Request for Proposals
10. Indemnification. The CONTRACTOR shall indemnify, defend, and hold the TOWN 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.
11. Assignment. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.
12. Termination.
 - A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that 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 TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN 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 TOWN harmless from any loss, damage, cost, charge, expense

or claim arising out of our 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 TOWN 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 TOWN 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 TOWN.

- B. Termination for Convenience. The TOWN 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 TOWN, such payment not to exceed the fair value of the services provided hereunder.
13. Inspection and Reports. The TOWN 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 TOWN. Whenever requested, the CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.
14. Successor and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other
15. 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.
16. 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.

17. Change Orders, Price Modifications, and Other Amendments. The Town 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 Town. The Contractor shall compute the effect of the change order upon the Agreement price, subject to review and acceptance by the Town. 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.
18. 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.
19. 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.
20. Entire Agreement. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes 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.

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

I certify that an appropriation is available in the amount of this contract.

Town Accountant

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in four (4) original copies on the day and year first above written.

Town of Upton, MA

CONTRACTOR:

By its: Town Manager

Blythe C. Robinson _____
Town Manager

James Baird, President _____
Name of Contractor

(Signature)

(Signature)

(Print Name and Title)

Town of Upton
Invitation for Bids
Wastewater Sludge Hauling and Disposal
17-1

Pre-Bid Meeting, March 22, 2016 at 10:00
Located at the Wastewater Treatment Facility, 43 Maple Ave

Hosted by:
Vincent Ryan
Scott Hennessy

Attendance Sheet

Name Company Address Phone Email

1. REWAIL WAIL Trucking INC 508 757-0940 DBWAIL818 AT G-MAIL.COM
835 HARTFORD PIKE STURSBURY MA 01545

2. PAT Rinkowski / Wes Plummer
680 Main Street
Suite 303 Water town CT 06795

3. Jim Baird W.W.S.I. 1997 Bedford St Bridgewater MA 02324 Jim.Baird@WWSI.OFMA.COM
508.697-9974

4. _____

5. _____

Addendum

⊕ Questions:

- 1) # of loads per Year - Aug (2) loads per month
- 2) History of solids concentration / information available
- 3) Bid Tab / mistake in Total loads (112) Should be ~~112~~ 300

W.W.S.I.
WASTE WATER SERVICES INC.

TOWN OF UPTON
SLUDGE HAULING AND DISPOSAL

Qualifications of Bidder

1. Corporate Descriptive
2. Insurance Certificate
3. Current Contracts
4. Transport Capabilities
5. Equipment List
6. Disposal Site Agreements
7. Bid Sheet
8. Bid Forms
 - A) Form B-Bidder Acknowledgments
 - B) Form C-Certification of Good Faith
 - C) Form D- Osha Certification
 - D) Form E- Tax Compliance Certification
 - E) Form F- Certification of Authority
 - F) Form G-Professional Reference form
 - G) Sample Agreement (4- Pages)
9. Addendum #1

W.W.S.I.
WASTE WATER SERVICES INC.

March 28, 2016

Mr. Vincent F Roy
Town of Upton
Department of Public Works
Town Hall
1 Main Street
Upton, Ma 01568

RE: Corporate Descriptive

Dear Mr. Roy:

Waste Water Services Inc. is pleased to submit our proposal for sludge transportation and disposal services for your facility in Upton Ma.

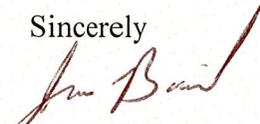
W.W.S.I. is a full service wastewater transportation and disposal company. I have over 20 years' experience in managing the transportation and disposal of liquid wastes in New England. W.W.S.I. is currently under contract to Pump, transport and dispose of sludge from over 20 communities. These communities generate approximately 125,000 gallons per day. W.W.S.I. also transports and dispose of 20 million gallons per year of other non-hazardous waste waters. I have always performed on a contract and never had any kind of environmental fine.

W.W.S.I. is constantly in contact with disposal facilities throughout New England to insure are customers always having options. Currently I have received approval to dispose of your waste at the Cranston facility in Cranston RI, also utilize the Upper Blackstone facility as backup.

Currently I am using J P Noonan Transportation Services Inc. of West Bridgewater Ma to transport my high volume, repetitive waste streams. J P Noonan's reputation of providing quality and competitive transportation speaks for itself. Enclosed is a letter from J P Noonan outlining his operations and available equipment. I have entered into an agreement with JPN to perform the transportation end of this contract for the full term.

It is with the above referenced network of disposal facilities and relationship with J P Noonan that I am confident Waste Water Services Inc. can perform over and above your expectations on the Upton sludge contract. If you have any questions, please feel free to call me at 508-328-1400.

Sincerely



James D Baird



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

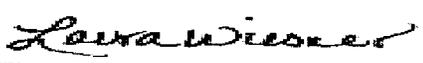
PRODUCER Morse Insurance Agency, Inc. 285 Washington Street North Easton MA 02356		CONTACT NAME: Laura Wiesner PHONE (A/C, No, Ext): (508) 238-0056 FAX (A/C, No): (508) 230-8367 E-MAIL ADDRESS: laurawiesner@morseins.com															
INSURED Wastewater Services, Inc. 1997 Bedford Street Bridgewater MA 02324		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Ohio Security Insurance Company</td> <td>24082</td> </tr> <tr> <td>INSURER B: Peerless Insurance Company</td> <td>24198</td> </tr> <tr> <td>INSURER C: Ohio Casualty Insurance Co.</td> <td>24074</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Ohio Security Insurance Company	24082	INSURER B: Peerless Insurance Company	24198	INSURER C: Ohio Casualty Insurance Co.	24074	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 2015-2016 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			BKS55652990	10/20/2015	10/20/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA8527686	10/20/2015	10/20/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO55652990	10/20/2015	10/20/2016	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC8527586	10/20/2015	10/20/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Town of Upton 1 Main Street Upton, MA 01568	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Laura Wiesner/SAM 
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W.W.S.I.
WASTE WATER SERVICES INC.

CURRENT CONTRACTS

Town of Lee
32 Main Street
Lee Ma 01238
Mr. Alan Zerbatol- 413-243-5525
Liquid Sludge 1 million gals. annually

Town of Norfolk
33 Medway Branch
Norfolk Ma 02056
Mr. Remo R Vito Jr. 1-508-528-4990
Leachate 250,000 gals. annually

Town of Wareham
54 Marion Road
Wareham Ma 02571
Mr. David Simmons 1-508-295-6144
Liquid sludge 4,000,000 gals. annually

Town of Stockbridge
6 Main Street
Stockbridge Ma 01262
Mr. Anthony Campetti 1-413-298-4067
Liquid Sludge 400,000 gals annually

Town of Middleborough
48 Wareham Street
Middleborough Ma 02346
Mr. Joseph Ciaglo 1-508-946-2485
Liquid Sludge 5,000,000 gals. annually

Town of Glastonbury
2155 Main Street
Glastonbury CT 06033
Mr. Michael Bisi 1-860-652-7772
Liquid Sludge 3,300,000 gals. annually

Otis Air National Guard WWTP
Otis Air Force Base
Bourne Ma 02452
Mr. Raymond 1-508-968-4058
Liquid Sludge 500,000 gals. annually

Town of Warren
P O Box 1537
Warren Ma 01083
Mr. Saun -413-436-5796
Liquid Sludge 500,000 gals. annually

Town of Marshfield
870 Moraine Street
Marshfield Ma 02571
Mr. Kevin Silva 781-834-5521
Liquid Sludge 1.2 million gals annually

Town Of Ware
4 ½ Church Street
Ware Ma 01082
Mr. Gilbert St George 1- 413-967-9620
Liquid Sludge 1,500,000 gals. annually

Town of Greenville
Greenville WWTP
Greenville NH 03048
Mr. Wayne Balance 1-603-878-2800
Liquid Sludge 1 million gals. annually

Town of West Stockbridge
9 Moscow Road
West Stockbridge Ma 01266
Mr. Michael Buffonie 1-413-298-4067
Liquid Sludge 120,000 gals. annually

Town of Falmouth
Work Shop Road
Falmouth Ma 02169
Mr. Charles Pires 1-508-540-9437
Liquid Sludge 2,500,000 gals. annually

University of New England
11 Hills Beach Rd
Biddeford ME 04005
Mr. Tim Baker 1-207-283-0171
Liquid Sludge 200,000 gals. annually

W.W.S.I.
WASTE WATER SERVICES INC.

Town of Belchertown
P.O. Box 306
Belchertown Ma 01007
Mr. Roland Dewitt 1-413-323-0415
Liquid sludge 600,000 gals. annually

Town of Winchendon
1 River Street
Winchendon Ma 01475
Mr. Ryan 1-978-297-0085
Liquid Sludge 600,000 gals. annually

Town of Wolfeboro
46 Filter Bed Road
Wolfeboro NH 03894
Mr. Russell Howe 1-603-569-3148
Liquid Sludge 1,000,000 gals. annually

Town of Hardwick
Old Mill Road
Hardwick Ma 01031
Mr. Donald Martel 1-416-477-6197
Liquid Sludge 500,000 gals. annually

Town of Medfield
101 West Street
Medfield Ma 02052
Robert McDonald 1-508-359-4533
Wastewater 1,500,000 gals. annually

Town of Athol
69 Jones Street
Athol Ma 01331
Robert Roy 1-978-249-7600
Liquid Sludge 1,800,000 gals. annually

Town of Bourne
24 Perry Ave
Bourne Ma 02532
Mr. Daniel Barrett 1-508-759-0651
Leachate 7,000,000 gals. annually

Casella Waste Management
Barefoot Road
Southbridge Ma
Mr. Jason Woodard 1-800-227-7045
Leachate 7,000,000 gals. annually

Decas Cranberry
Main Street
Carver Ma
Mr. Jay Lydon 413-265-0562
Liquid Sludge 1,000,000 gals. annually

Friendly's Ice Cream LLC
1855 Boston Road
Wilbraham Ma
Mr. Daniel Langford 413-265-0562
Liquid Sludge 366,000 gals. annually



J.P. NOONAN TRANSPORTATION, INC.

415 West Street, P.O. Box 400
West Bridgewater, MA 02379-0400

Phone: 508-588-8026
Toll Free: 800-922-8026
Fax: 508-587-2876

March 28, 2016

Mr. James Baird
1997 Bedford Street
Bridgewater, Ma 02324

Dear Mr. Baird:

J P Noonan Transportation Inc. will be happy to provide transportation services for you on the Town of Lee Ma sludge contract. J P Noonan Maintains a fleet of more than 200 tractors and 600 trailers throughout New England to meet all your transportation needs. J P Noonan can transport this sludge in up to 9000 gallon loads when state laws permit.

If Waste Water Services Inc. is awarded the Upton Ma contract J P Noonan will enter into a contract with WWSI to transport this waste for the entire contract.

If you have any questions, please feel free to call me at 508-588-8026.

Sincerely

A handwritten signature in blue ink that reads "J Peter Noonan".

J Peter Noonan
President



23-Sep		COLOR CODES						
					GREEN	Newly added unit		
	Updated	12/23/2015			Black	Change by Safety Dept - Or		
					BLUE	When someone removes fro		
					RED	Change by Safety Dept - Of		
						Further clarification required		
						Recent license plate change		
UNIT #	YEAR	MAKE	SERIAL # VIN	OWNER	PLATE	STATE	REG EXP	
STK-065	1987	HEIL	1HLA3A7BXH7H53603	JEP	SM50349	MA	12/31/2019	
STK-072	1970	HEIL	922269	JPN	SM62968	MA	12/31/2018	
STK-113	1974	FRUEHAUF	UNS500815	JPN	SM69328	MA	12/31/2019	
STK-250	1980	FRUEHAUF	UNT026910	JPN	AAL348	VT	1/31/2017	
STK-275	1989	FRUEHAUF	1H4T04323KK015003	JPN	V33443	CT	4/30/2012	
STK-276	1980	FRUEHAUF	UNT015108	JPN	1556TT	NH	6/30/2016	
STK-281	1974	FRUEHAUF	UNS508541	JPN	SM75692	MA	12/31/2016	
STK-315	1978	FRUEHAUF	UNZ598601	JNT	A 740729	ME	2/28/2018	
STK-323	1982	FRUEHAUF	1H4T04121CK011407	JPN	TS2891	NH	6/30/2016	
STK-324	1985	HEIL	1HLA3A7B0F7H52795	JPN	TM5022	NH	6/30/2016	
STK-374	1981	FRUEHAUF	1H4T04124BK010203	JPN	T354243	NH	6/30/2016	
STK-375	1981	FRUEHAUF	1H4T04123BK015014	JPN	T297114	NH	6/30/2016	
STK-376	1981	FRUEHAUF	1HVT04125BK015815	JPN	T297113	NH	6/30/2016	
STK-377	1983	FRUEHAUF	1H4T04126DK005801	JPN	T297112	NH	6/30/2016	
STK-378	1984	FRUEHAUF	1H4T04129EK010301	JPN	T297111	NH	6/30/2016	
STK-383	1984	FRUEHAUF	1H4T0412XEK002708	JPN	T287591	NH	6/30/2016	
STK-384	1981	FRUEHAUF	1H4T04120BK011106	JPN	T287616	NH	6/30/2016	
STK-399	1984	FRUEHAUF	1H4T04121EK002709	JPN	T346879	NH	6/30/2016	
STK-400	1984	FRUEHAUF	1H4T04120EK010302	JPN	T352634	NH	6/30/2016	
STK-405	1971	FRUEHAUF	UNN412132	JPN	T415599	NH	6/30/2016	
STK-406	1972	FRUEHAUF	UNP445522	JPN	T415598	NH	6/30/2016	
STKV-219	2000	STEPHENS	1S9AC15B51H474001	JPN	SM8	MA	12/31/2020	
STKV-221	2005	HEIL	5HTNA452455H21046	JPN	T115386	NH	6/30/2016	
STKV-222	2005	STEPHENS	1S9AC15BX5H474159	JPN	SM72057	MA	12/31/2019	
STKV-0804	2008	STEPHENS	1S9AC15B18H474099	JPN	SM10103	MA	12/31/2019	
STKV-0815	2008	STEPHENS	1S9AC15C38H474100	JPN	TF8231	NH	6/30/2016	
STKV-0903	2009	STEPHENS	1S9AC15C59H474304	JPN	SM11138	MA	12/31/2019	
STKV-0904	2009	STEPHENS	1S9AC15C79H474305	JPN	SM215	MA	12/31/2020	
STKV-1115	2011	STEPHENS	1S9AC15C8BH474464	JPN	SM65004	MA	12/31/2016	
STKV-1116	2011	STEPHENS	1S9AC15CXBH474465	JPN	SM216	MA	12/31/2020	
STKV-1207	2012	Arthur	1J9AS4230DA194112	JPN	SM88720	MA	12/31/2016	
STKV-1311	2013	STEPHENS	1S9AC15C0DH474476	JPN	SM91670	MA	12/31/2017	
STKV-1312	2013	STEPHENS	1S9AC15C2DH474477	JPN	SM91662	MA	12/31/2017	
STKV-1317	2014	STEPHENS	1S9AC15C5EH474264	JPN	SM94069	MA	12/31/2018	
STKV-1504	2015	STEPHENS	1S9AC15C5FH474404	JPN	T441960	NH	6/30/2016	
STKV-1603	2016	STEPHENS	1S9AC15C6GH474275	JPN	T476013	NH	6/30/2016	

WWSI Truck list

Unit #	Year	Make	Serial # VIN	Plate	Date Registered	Expiration	State
WWSI-01	2006	Kenworth	1NKDLUEXX6J138054	78369	10/1/05	6/30/16	IRP/MA
WWSI-02	2011	Kenworth	1NKDLUEX6BJ278483	78368	4/1/10	6/30/16	IRP/MA
WWSI-03	2010	International	1HTWNAZR2AJ276603	86390	8/15/11	6/30/16	IRP/MA
WWSI-04	2012	Kenworth	1NKDLPEX7CJ328195	86375	1/1/12	6/30/16	IRP/MA
WWSI-05	2013	Kenworth	1NKBL50X5DJ343508	84590	7/9/13	6/30/16	IRP/MA
WWSI-06	2016	Kenworth	1XKDD40X8GJ491243	95890	5/4/15	6/30/16	IRP/MA
WWSI-07	2007	Sterling	2FZHAZCV87AV53332	R66109	5/4/15	12/31/15	Comm.
WWSI-Trailer	2016	Arthur Custom	1J9AS0539GA194106	SM87025	4/24/15	6/30/16	IRP/MA



VEOLIA WATER NORTH AMERICA
140 Pettaconsett Avenue
Cranston, RI 02920

Tel. : 401-467-7210
Fax : 401-781-5260
www.veoliawaterna.com

March 29, 2016

Jim Baird
Wastewater Services, Inc.
PO Box 1042
Plymouth, MA 02362

Dear Jim,

This letter is to confirm your request for processing of municipal wastewater biosolids from the town of Upton, MA.

We propose to utilize the Cranston WPCF as the disposal outlet. The Cranston WPCF is owned by the City of Cranston and leased, operated and maintained by Veolia Water North America, LLC. The Cranston WPCF is a regional biosolids disposal facility with two incinerators, having a capacity of 66 dry tons per day. The facility also has the capability to receive liquid sludge, dewater the sludge and ship the cake to our Naugatuck, CT Regional Biosolids disposal facility or other disposal outlets during periods of planned and unplanned shutdowns.

As you know, Veolia has been processing biosolids at the Cranston WPCF as a regional biosolids processing facility for nearly 20 years. Veolia currently has and will continue to reserve the capacity to process the municipal wastewater sludge from Upton's WPCF. Our lease agreement with the City of Cranston does not end until 2027.

Likewise, our Secondary Site Disposal can process liquid or cake sludge and is located at the Borough of Naugatuck's Water Pollution Control Facility. Our Lease and Service Agreement expires in 2022.

Please do not hesitate to call me if you have any further questions.

Sincerely,

Daniel J.

Gorka

Daniel J. Gorka

Vice President Operations

Veolia Water, North America – Northeast, LLC

Digitally signed by Daniel J. Gorka
DN: cn=Daniel J. Gorka, o, ou=Veolia
Water North America - Northeast, LLC,
email=daniel.gorka@veoliawaterna.co
m, c=US
Date: 2016.03.29 10:31:42 -04'00'

CC:\ Earl Salisbury

WASTEWATER SLUDGE HAULING AND DISPOSAL

SECTION 4/ FORMS

FORM A

Bid Form

BID ITEM - Transportation and Final Disposal of up to ^{292 /B} 300,000 gallons/year of sludge with a solid content of 4-6 % for no greater than three (3) years.

Year 1 / FY 2017

- A. Disposal: Cost per dry ton = \$ 315.00 / ton x 1.88 dry tons/load = \$ 592.20 /load
- B. Transportation: Cost per gallon = \$.035 / gallon x 9,000 gallons/load = \$ 315.00 /load
- C. Total Cost per load = A + B = \$ 907.20 /load
- D. Total Cost per year = C x ²⁸ ~~112~~ _{1B} loads = \$ 25,401.60 /year

Year 2 / FY 2018

- A. Disposal: Cost per dry ton = \$ 320.00 / ton x 1.88 dry tons/load = \$ 601.60 /load
- B. Transportation: Cost per gallon = \$.036 / gallon x 9,000 gallons/load = \$ 324.00 /load
- C. Total Cost per load = A + B = \$ 925.60 /load
- D. Total Cost per year = C x ²⁸ ~~112~~ _{1B} loads = \$ 25,916.80 /year

Year 3 / FY 2019

- A. Disposal: Cost per dry ton = \$ 325.00 / ton x 1.88 dry tons/load = \$ 611.00 /load
- B. Transportation: Cost per gallon = \$.037 / gallon x 9,000 gallons/load = \$ 333.00 /load
- C. Total Cost per load = A + B = \$ 944.00 /load
- D. Total Cost per year = C x ²⁸ ~~112~~ _{1B} loads = \$ 26,432.00 /year

3-year total = \$ 77,750.40



Jim Bond



CONTRACT PERIOD

Commencing July 1, 2016 and concluding on June 30, 2017 dates inclusive. This contract is subject to the appropriation of funding for this purpose. Funding is anticipated to be appropriated prior to the commencement of these services on July 1, 2016. Subsequent years are subject to funding for this purpose.

A handwritten signature in blue ink, appearing to be "J. Paul", is located in the center-right area of the page.

Form B
BIDDER ACKNOWLEDGMENTS

WASTEWATER SLUDGE HAULING AND DISPOSAL

17-1

(Bid Form Consists of three (3) Pages)

Bidder Name: Waste Water Services Inc.

Bidder Acknowledges Addenda# 1

The **Bid Price Form** or an exact copy is to be signed by the individual authorized to negotiate for and contractually bind the Bidder. Failure to fully complete the form, provide the requested information, or make any alterations may be considered a **conditional bid**. Conditional bids will be rejected.

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheets if needed. This information will be utilized by the Town for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

The bidder agrees with submission of this bid that the offer is effective for (a) at least ninety (90) calendar days from the opening date of the bids (b) a contract is executed, or (c) this bid is cancelled, whichever of (a), (b), or (c) occurs first.

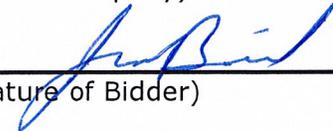
The prices shall NOT INCREASE during the contract period. In the event that the unit price and the total price differ, the unit price shall prevail.

The undersigned proposes to provide the services in accordance with the requirements provided by the Town dated July 1, 2016 and any additional **addenda** that may be issued by the Town and provided to bidders prior to the opening of the bids. The undersign hereby states that this offer is effective for (a) at least thirty (30) calendar days from the opening date of the bids, (b) a contract is executed, or (c) this bid is cancelled, whichever of (a), (b), or (c) occurs first.

The undersigned further agrees that, if selected for award of the contract under this bid, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Town, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to Massachusetts General Laws, Chapter 30B.

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

Waste Water Services Inc.
(Name of Company)

BY: 
(Signature of Bidder)

James Baird President
(Printed Name and Title of Signatory)

1997 Bedford Street
Business Address

Bridgewater ma 02324
(City/Town, State Zip)

508 697 9974
(Telephone)

508 697 9979
(FAX)

Jim Baird @ wwsiofma.com
(Email)

Plymouth MA 2/6/01
(Place and Date When the Business was Organized)

If incorporated, identify the State of Incorporation and Date.

STATE OF INCORPORATION (DATE) Ma Feb 6 (2001)

* attach certificate of authority, if applicable

If the bidder is a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

3/29/16
(Date this bid was submitted)

THIS FORM MUST BE COMPLETED and FILED WITH THE SEALED BID SUBMISSION

The BIDDER has responded to and completely filled in all required spaces in the BID document.

This BID Respectfully Submitted by:

IF A SOLELY OWNED COMPANY:

Company Name _____
Address _____
Town _____
By _____
(Authorized Signature)
Title _____ Date _____

IF A CORPORATION OR LIMITED LIABILITY COMPANY:

A company organized under the laws of Massachusetts, composed of officers as follows:

James Baird
President

JAMES Baird
Secretary

JAMES Baird
Vice President

JAMES Baird
Treasurer

IF A PARTNERSHIP:

A partnership doing business under the firm name and style of _____, composed of partners as follows:

Name & Title (if any) N/A _____
Name & Title (if any) Name & Title (if any)

Name & Title (if any) _____
Name & Title (if any)

This Bill must bear the written signature of the BIDDER. If the BIDDER is a partnership, the Bid must be signed by a partner. If the BIDDER is a corporation or limited liability, the Bid must be signed by a duly authorized officer.

Form C
CERTIFICATION OF GOOD FAITH

WASTEWATER SLUDGE HAULING AND DISPOSAL

17-1

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

James Baird
(Signature of individual submitting bid or proposal)

President Waste Water Services Inc
(Name of Business)

Form D
OSHA CERTIFICATION

WASTEWATER SLUDGE HAULING AND DISPOSAL

17-1

A contractor will not be eligible for award of a contract unless such contractor has submitted the following certifications, which is deemed a part of the resulting contract:

James Baird certifies that:
(Name of Authorized Representative of Contractor)

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 shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

James Baird
(Signature of Authorized Representative of Contractor)

Waste Water Services Inc.
(Company Name)

Form E
TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. Chapter 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

James Baird
(Signature of individual submitting bid or proposal)

Waste Water Services Inc.
(Name of Business)

Form F
CERTIFICATE OF AUTHORITY

1. I hereby certify that I am the Clerk/Secretary of Waste Water Services Inc.
(Insert full name of Corporation)
2. corporation, and that James Baird
(Insert the name of officer who signed the **contract and bonds**)
3. is the duly elected ~~President~~ President
(Insert the title of the officer in line 2)
4. of said corporation, and that on 3/28/16
(The date must be **ON OR BEFORE** the date the officer signed the **contract and bonds**.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. James Baird the President
(Insert **name** from line 2) (Insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: *Jim Baird clerk* AFFIX CORPORATE
(Signature of **Clerk or Secretary**)* SEAL HERE
7. Name: JAMES BAIRD
(Please print or type name in line 6)*
8. Date: 3/28/16
(Insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds**.)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

Form G
Professional Reference Form

Customer: _____

Mailing address: _____

see

Period of Service (MM/YYYY): _____ through _____

Is this a Municipal or other Governmental Unit? Yes No

Enclosed current contracts

Primary Contact: _____ Title: _____

Telephone: _____ Ext: _____

Email: _____

Customer: _____

Mailing address _____

see

Period of Service (MM/YYYY): _____ through _____

Is this a Municipal or other Governmental Unit? Yes No

Enclosed current contracts

Primary Contact: _____ Title: _____

Telephone: _____ Ext: _____

Email: _____

[Signature]

(Make as many copies as necessary, a minimum of 5 references required)

BID RESULTS

Town of Upton , Massachusetts,
 IFB 17-1 / Wastewater Sludge Hauling and Disposal
 Bid Opening Tuesday, March 29, 2016 @ 2:10 P.M.
 Witnessed by - Vincent Roy and Scott Hennessy

	<u>1</u>	<u>2</u>	
Bidders:	Company Name: Street: City/Town/State: Phone:	Waste Water Services, Inc. 1997 Bedford Street Bridgewater, MA 02324 (508) 697-9974	Synagro Northeast, LLC 680 Main Street, Suite 303 Watertown, CT 06795 (860) 274-1710
	Acknowledgement of Adendum	Yes	Acknowledgement of Adendum
			Yes
Year 1 / FY 2017 beginning July 1, 2016 and ending June 30, 2017			
A. Disposal Cost / Dry Ton =	\$315.00 / ton x 1.88 dry ton/ load =	\$592.20 /load	\$420.00 / ton x 1.88 dry ton/ load =
B. Transportat Cost per gallon =	\$0.035 / gallon x 9,000 gallons/load =	\$315.00 /load	\$0.0333 / gallon x 9,000 gallons/load =
C. Total Cost j= A + B =	\$907.20 /load		\$1,089.30 /load
D. Total Cost j= C x 28 loads =	\$25,401.60 /year		\$30,500.40 /year
Year 2 / FY 2018 beginning July 1, 2017 and ending June 30, 2018			
A. Disposal: Cost per dry ton =	\$320.00 / ton x 1.88 dry ton/ load =	\$601.60 /load	\$428.40 / ton x 1.88 dry ton/ load =
B. Transportat Cost per gallon =	\$0.036 / gallon x 9,000 gallons/load =	\$324.00 /load	\$0.0340 / gallon x 9,000 gallons/load =
C. Total Cost j= A + B =	\$925.60 /load		\$1,111.39 /load
D. Total Cost j= C x 28 loads =	\$25,916.80 /year		\$31,118.98 /year
Year 3 / FY 2019 beginning July 1, 2018 and ending June 30, 2019			
A. Disposal: Cost per dry ton =	\$325.00 / ton x 1.88 dry ton/ load =	\$611.00 /load	\$436.97 / ton x 1.88 dry ton/ load =
B. Transportat Cost per gallon =	\$0.037 / gallon x 9,000 gallons/load =	\$333.00 /load	\$0.0347 / gallon x 9,000 gallons/load =
C. Total Cost j= A + B =	\$944.00 /load		\$1,133.80 /load
D. Total Cost j= C x 28 loads =	\$26,432.00 /year		\$31,746.50 /year
Total 3 Year Cost	\$77,750.40	Apparent low bidder	\$93,365.88