

**WASTEWATER SLUDGE HAULING AND DISPOSAL  
TOWN OF UPTON, MASSACHUSETTS  
IFB 17-1**

Released: Wednesday, March 9, 2016



**BID PACKAGE  
For  
WASTEWATER SLUDGE HAULING AND DISPOSAL**

**Contract # 17-1**

**Vincent F. Roy, DPW Director  
Scott Hennessey, Water & Sewer Supervisor**

Pre-Bid Conference  
**10:00 a.m. Tuesday, March 22, 2016**  
Deadline for Questions  
**2:00 p.m. Thursday, March 24, 2016**

*(Advertised in Goods and Services 3/9/2016)*  
*(Advertised in Milford Daily News 3/9/2016)*

**LEGAL NOTICE**

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

The Town of Upton is accepting sealed bids for the **Hauling and Disposal of Wastewater Sludge**. All bids are subject to the provisions of **M.G.L. Chapter 30B**. Copies of the Invitation for Bids (IFB) package will be available beginning Wednesday, March 9, 2016 online at the Town's web site <http://www.uptonma.gov/procurement> or by calling the DPW Office 508-529-3067 between the hours of 7:30 A.M. – 3:30 P.M. Monday - Friday, and will be available until submission deadline. Please refer to the IFB for additional information. Sealed bids proposals must be **submitted no later than 2:00 P.M. Tuesday, March 29, 2016** to Blythe Robinson, Town Manager, Town of Upton, Town Hall, 1 Main Street, Upton, Massachusetts 01568. Bids will be opened and read aloud on **March 29, 2016, at 2:10 P.M. EST** in the Board of Selectmen's Office, 1 Main Street, Upton, MA 01568.

LATE BIDS WILL NOT BE CONSIDERED. The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

Blythe Robinson  
Town Manager  
March 9, 2016

**WASTEWATER SLUDGE HAULING AND DISPOSAL**

**CONTRACT # 17-1**

**INDEX**

<b>Description</b>	<b>Page</b>
Title Page	1
Legal Notice	2
Index	3
Contract Requirements	4
Section 1 – General Instructions to Bidders.....	5
Section 2: Product Specifications .....	10
Section 3: Forms:	
A. Bid Form.....	12
B. Bidder Acknowledgement.....	14
C. Good Faith Certificate.....	17
D. OSHA Certificate.....	18
E. Tax Compliance Certification.....	19
F. Certificate of Authority.....	20
G. References.....	21
Section 4: Sample Standard Agreement.....	22

### Contract Requirements

Bid Deposit	Will NOT be Required
Payment Bond	Will NOT be Required
Performance Bond	Will NOT be Required
Insurance	Refer to Contract Terms.
State and/or Federal Permit for transportation of sludge	Required
Agreement between Contractor and Disposal Facility	Required

\* Facsimile transmissions for written inquiries must be sent prior to the above date and time deadlines. Any hand delivery or facsimile received after the due date and time will not be addressed. The time/date stamp machine located in the receiving office will govern for the date and time requirements mentioned in the table above and throughout this document. Please allow enough time for hand delivery or facsimile transmissions.

\*\* The time for award may be extended by the Town. The Town reserves the right to change, delay, cancel, or expedite the contract award date. The Bidder agrees 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 Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.**

## WASTEWATER SLUDGE HAULING AND DISPOSAL

### SECTION 1

#### GENERAL INSTRUCTIONS TO BIDDERS

##### 1. INTRODUCTION

The Town of Upton is soliciting bids for the above named project. All bids are subject to the provisions of **M.G.L. Chapter 30B**. These Standard Instructions to Bidders are a part of the bid package for the **Hauling and Disposal of Wastewater Sludge** generated by the Upton Wastewater Treatment Facility in the Town of Upton during Fiscal Years 2017, 2018, and 2019 beginning July 1, 2016 – June 30, 2019. The contract will be renewable upon agreement by both parties at the end of each fiscal year. It is the intent of these specifications to select one contractor for the item specified. If there are any conflicts between the instructions in these Standard Instructions to Bidders and any other bidding document(s), these Standard Instructions to Bidders shall prevail.

##### 2. KEY EVENT DATES

- |                                  |          |                   |
|----------------------------------|----------|-------------------|
| • Invitation to Bid Issued       |          | March 9, 2016     |
| • Pre-Bid Conference             | 10:00 AM | March 22, 2016    |
| • Deadline for Written Questions | 2:00 PM  | March 24, 2016    |
| • Deadline for Submitting Bids   | 2:00 PM  | March 29, 2016    |
| • Public Bid Opening             | 2:10 PM  | March 29, 2016    |
| • Bid Awarded (Anticipated)      |          | April 7, 2016     |
| • Commencement of Work           |          | Notice to Proceed |
| • Completion Date                |          | As required       |

##### 3. OBTAINING BID DOCUMENTS

Specifications and bidding documents may be obtained from the Department of Public Works Office, 100 Pleasant Street, Upton, MA 01568, or from the Town's website at: <http://www.uptonma.gov/procurement>

##### 4. BID SUBMISSION INSTRUCTIONS

- A. One (1) original and one (1) copy of all bids must be submitted in a sealed envelope clearly marked "**Sealed Bid for Wastewater Sludge Hauling and Disposal**". If forwarded by mail or courier, the sealed envelope must be addressed to "Blythe C. Robinson, Town Manager, Town of Upton, 1 Main Street, Suite 1, Upton, MA 01568". Bids must be at the office of the Town Manager prior to the time the first bid is scheduled to be publicly opened. Postmarks are NOT an acceptable waiver of this policy. Corrections and/or modifications received after the scheduled date and time for opening will NOT be accepted. Bids may not be submitted by facsimile or email.
- B. Ditto marks or words such as "SAME" on the Bid considered writing and must not be used.
- C. All information must be submitted in blue ink or typewritten. Mistakes may be crossed out and corrections inserted. Corrections must be initialed by the person signing the bid.

- D. Bids are considered valid for ninety (90) days after bid(s) are opened. Bidders may not withdraw, cancel or modify their bid for a period of ninety (90) days after bid(s) are opened.
- E. Bids must be signed by an authorized person representing the legal entity of the bidder.
- F. The inability to meet any specified requirement(s) must be stated in writing and attached to the bid form, or written on the bid form.

## 5. QUESTIONS

Any questions on this project should be directed to Mr. Vincent Roy, Director of Public Works at (508) 529-3067. However, no oral interpretations shall be made to any respondent as to the meaning of any of the bid documents. Every request for an interpretation shall be made in writing, addressed and forwarded to Vincent Roy either by email to [cpeterson@uptonma.gov](mailto:cpeterson@uptonma.gov), fax: (508) 529-1001, or by mail: Department of Public Works, 1 Main St Suite 13, Upton, MA 01568-1687. To receive consideration, such questions must be received at least five (5) calendar days before the established date for receipt of bids.

The Town will arrange an addenda, which shall be made a part of this Invitation to Bid and the resulting agreement, all questions received as above provided and decisions regarding each. At least three (3) days prior to the receipt of bids, the Town will post a copy of any addenda to its website, located at: <http://www.uptonma.gov/procurement>. It shall be the responsibility of each bidder to determine whether addenda have been issued, and if so, to download copies directly from the Town's website.

## 6. PRESUMPTION OF BIDDER BEING FULLY INFORMED

At the time the first bid is opened, each bidder is presumed to have read and is thoroughly familiar with all bidding and contract documents for this project. Failure or omission of the bidder to receive or examine any information concerning this bid shall in no way relieve any bidder from obligations with respect to their bid.

## 7. PRE-BID CONFERENCE

Attendance at the pre-bid conference, if any as indicated in section 2 titled Key Event Dates, is mandatory. Failure to attend does not relieve bidders of obligations under this bid.

## 8. TAX EXEMPTIONS

The Town of Upton is exempt from Federal Excise Taxes and Massachusetts Sales and Use Taxes. Bidders shall avail themselves of these exemptions.

## 9. AWARDING THE BID

The Town will award the contract to the lowest responsive and responsible bidder. The Town of Upton reserves the right to accept any bid or any part of bids, to reject any, all, or any part of bids, to waive any formalities or informalities in the bidding process, and to award the bid deemed to be in the best interests of the Town. The Town of Upton will enter into a written agreement with the

selected Contractor. The “Bid Awarded” date in section 2. titled Key Event Dates is the date the bid is anticipated to be awarded. It is not a date certain.

The lowest priced bid is NOT the sole determining factor when awarding this bid, and the Town reserves the right to negotiate with the bidder that is preliminarily selected. In the event of a tie bid, the Bid that is received by the Town of Upton earliest in time shall be awarded the contract. The contract award is subject to approval of the Town Manager’s (procurement officer) and recommendation by the Board of Selectmen.

10. INSURANCE TO BE MAINTAINED BY THE CONTRACTOR AND INDEMNIFICATION of TOWN BY THE CONTRACTOR:

10.1 Insurance: The Contractor must attach to the Bid Proposal Form a statement from the Contractor insurance company that the following amounts of insurance can be obtained. Simultaneously with the delivery of the executed Contract, the Contractor shall furnish a Certificate of Insurance showing insurance coverage for General Liability, Automobile and Workman’s Compensation (Statutory). It is the Contractor responsibility to purchase and maintain adequate insurance to protect the Contractor and the Town from all claims.

The following minimum insurance is required:

- a. Workmen’s Compensation Employer’s Liability Statutory
  - A. Bodily Injury Each Accident \$1,000,000
  - B. Bodily Injury Disease - Aggregate \$5,000,000
  - C. Bodily Injury Disease - Each Employee \$1,000,000
  
- b. Comprehensive General Liability:
  - A. Each occurrence \$1,000,000
  - B. Damage to rented premises \$3,000,000
  - C. Medical expense (any one person) \$5,000
  - D. Personal & adv injury \$1,000,000
  - E. General aggregate \$2,000,000
  - F. products – comp / op AGG \$2,000,000
  
- c. Automobile Liability\*\*
  - A. Comp. Auto Liability\*\* - Bodily Injury Per Person \$ 500,000
  - B. Comp. Auto Liability\*\* - Bodily Injury Per Accident \$1,000,000
  - C. Comp. Auto Liability\*\* - Property Damage \$ 500,000

\*\*Provide coverage for all Owned, Non-Owned, and Hired Vehicles

The Liability Policy should be Broad Form and include coverage for premises and operations and product liability.

d. Miscellaneous, or not covered above:

- A. Damage to Town property
  - B. Claims filed by contractor employees against Town
  - C. Comprehensive Automobile Liability Insurance should be written to include owned, hired and non-owned vehicles and it shall provide Extra Territorial Coverage.
- e. The Town of Upton, MA must be named as an additional insured on the Contractor policy. No insurance shall be subject to cancellation without at least thirty (30) days prior written notice forwarded by registered or certified mail to the Town of Upton. All parties shall also be notified of the attachment of any restrictive amendments to the policies.
- f. The Town reserves the right to amend the insurance requirements specified above to protect the interests of the Town and to secure a successful bid. Any deviation from the insurance requirements must be noted by the bidder, in writing, and attached to the Bid Proposal Form.
- 10.2. 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 Town'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 Town 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 Town of Upton by the Contractor, the Contractor hereby indemnifies and shall at all times defend, save and hold harmless the Town of Upton, 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 Town of Upton'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 Town of Upton of any of its rights against the Contractor or others under this paragraph.

11. BID BOND

A Bid Bond in the amount of five percent (5%) **IS NOT** required for this project.

12. PERFORMANCE BOND

A Performance Bond **IS NOT** required for this project.

The BIDDER, in compliance with the Advertisement for BIDS for the above designated project, states that it has thoroughly examined and understands the terms and provisions of the Agreement Documents. Based upon those examinations and that understanding, the BIDDER hereby proposes to **Haul and Dispose of Wastewater Sludge** in strict accordance with the agreement documents, within the time set forth hereinafter and for the prices stated below. Prices cover all expenses incurred with delivering the chemicals that is required by the contract documents of which this BID is a part.

BIDDER acknowledges receipt of the following ADDENDA:

e: / /-	e:
e: / /-	e:
e: / /-	e:

In submitting this BID, the BIDDER acknowledges that:

1. The lump sum prices include all materials, transportation, hauling, overhead, fees and insurances, profit, and all other costs to cover the work of the several kinds called for in the Contract Documents. No additional payment of any kind in the form of a surcharge will be made for work accomplished under the lump sum prices, as bid.
2. No representation of warranty has been made by the OWNER that the estimated quantity used for comparison of BIDS will even approximate the actual quantity required to satisfactorily complete the WORK required under this CONTRACT.
3. Upon receipt of written notice of acceptance of this BID by the OWNER, the BIDDER shall execute the CONTRACT attached to these documents.

**END OF STANDARD INSTRUCTIONS TO BIDDERS**

**WASTEWATER SLUDGE HAULING AND DISPOSAL**  
**SECTION 2**  
**SPECIFICATIONS**

The Town of Upton, Department of Public Works, Water and Sewer Division 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 Upton Wastewater Treatment Facility (WWTF), located at 43 Maple Ave, Upton 01568. The Division estimates 300,000 gallons of sludge per year are produced from the WWTF. The prospective bidders are requested to provide a bid for transport and final disposal of 300,000 gallons of sludge per year as defined on the Bid Form. The requirement is to dispose of this sludge totally by hauling the sludge off site as a liquid and without any interference to the operation of the WWTF. The plant produces approximately 5 % solids for tanker transport. The sludge is a mixture of primary and secondary waste activated sludge. Two loads are hauled from the WWTF per month at 9,000 gallons per load. This annual transportation and final disposal bid is for three separate fiscal years commencing on July 1, 2016 and concluding on June 30, 2019. Funding has been appropriated for year one (FY 2017) of this contract. Subsequent years are subject to funding for this purpose.

Contractor Qualifications and Obligations:

1. The Contractor shall provide transport vehicle (s) to haul sludge from the WWTF to the Contractor's facility or facility where the contractor has an agreement for disposal.
2. A point of measurement of 9,000 gallons loaded into the tanker shall be determined and agreed upon by the Town and the Contractor for each tanker inspected and approved by the Director of Public Works.
3. The Contractor shall hold a valid State and/or Federal permits that may be required for the transportation of sludge. The contractor shall have all vehicles registered, insured and meet all other D.O.T. requirements. **Shall be submitted with the Bid package.**
4. The Contractor shall provide documented evidence of the tank capacity (in gallons) of the transport vehicles used.
5. The Contractor shall provide the Town of Upton with a manifest pursuant to Local, State and Federal regulation if sludge is determined to be, or is designated as, hazardous wastes by any of these governing authorities.
6. The Contractor shall submit a bill of lading with each load designating the load destination, quantity in gallons, date and driver's signature.
7. The Contractor shall dispose of sludge according to all Local, State and Federal regulations governing sludge disposal.

8. The Contractor shall provide documentation where the sludge will be disposed of. The documentation shall be in the form of an agreement between the Contractor and Owner/Operator of the disposal facility or facilities where the Contractor is to dispose of sludge in the type and volume as specified in this contract. **Shall be submitted with the Bid package.**
9. All firms submitting a bid for the this contract are required to visit the site prior to bid submission during the pre-bid conference to familiarize themselves with the existing conditions present at the WWTF and to determine the suitability of application of their equipment to the task. The pre-bid conference will be held on **March 22, 2016** at 10:00 AM at the Wastewater Treatment Facility, located at 43 Maple Ave, Upton MA 01568.

In the event a different disposal facility is to be used subsequent to the award of this contract, a copy of the agreement between the Contractor and the Facility Owner/Operator shall be submitted immediately to the Town. The Contractor shall only submit disposal sites and dispose at sites that are approved disposal and processing sites by the governing state and shall not be hazardous waste sites and/or superfund sites.

## WASTEWATER SLUDGE HAULING AND DISPOSAL

### SECTION 4/ FORMS

#### FORM A

#### Bid Form

**BID ITEM** - Transportation and Final Disposal of up to 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 = \$  / ton x 1.88 dry tons/load = s  /load
- B. Transportation: Cost per gallon = s  / gallon x 9,000 gallons/load = s  /load
- C. Total Cost per load = A + B = s  /load
- D. Total Cost per year = C x 112 loads = \$  /year

#### Year 2 / FY 2018

- A. Disposal: Cost per dry ton = \$  / ton x 1.88 dry tons/load = s  /load
- B. Transportation: Cost per gallon = s  / gallon x 9,000 gallons/load = s  /load
- C. Total Cost per load = A + B = s  /load
- D. Total Cost per year = C x 112 loads = \$  /year

#### Year 3 / FY 2019

- A. Disposal: Cost per dry ton = \$  / ton x 1.88 dry tons/load = s  /load
- B. Transportation: Cost per gallon = s  / gallon x 9,000 gallons/load = s  /load
- C. Total Cost per load = A + B = s  /load
- D. Total Cost per year = C x 34 loads = \$  /year

**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.

**Form B**  
**BIDDER ACKNOWLEDGMENTS**

**WASTEWATER SLUDGE HAULING AND DISPOSAL**

**17-1**

(Bid Form Consists of three (3) Pages)

Bidder Name: \_\_\_\_\_

Bidder Acknowledges Addenda# \_\_\_\_\_

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.

(Name of Company)

BY:

(Signature of Bidder)

(Printed Name and Title of Signatory)

Business Address

(City/Town, State Zip)

(Telephone)

(FAX)

(Email)

(Place and Date When the Business was Organized)

If incorporated, identify the State of Incorporation and Date.

STATE OF INCORPORATION (DATE) ( )

\* 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.

(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 \_\_\_\_\_, composed of officers as follows:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Treasurer

**IF A PARTNERSHIP:**

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

\_\_\_\_\_  
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 or 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.

\_\_\_\_\_  
(Signature of individual submitting bid or proposal)

\_\_\_\_\_  
(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:

\_\_\_\_\_ 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.

\_\_\_\_\_  
(Signature of Authorized Representative of Contractor)

\_\_\_\_\_  
(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.

\_\_\_\_\_  
(Signature of individual submitting bid or proposal)

\_\_\_\_\_  
(Name of Business)

**Form F**  
**CERTIFICATE OF AUTHORITY**

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(Insert full name of Corporation)
2. corporation, and that \_\_\_\_\_  
(Insert the name of officer who signed the **contract and bonds**)
3. is the duly elected \_\_\_\_\_  
(Insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(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. \_\_\_\_\_ the \_\_\_\_\_  
(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: \_\_\_\_\_ AFFIX CORPORATE  
(Signature of **Clerk or Secretary**)\* SEAL HERE

7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*

8. Date: \_\_\_\_\_  
(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: \_\_\_\_\_

\_\_\_\_\_

Period of Service (MM/YYYY): \_\_\_\_\_ through \_\_\_\_\_

Is this a Municipal or other Governmental Unit?  Yes  No

Primary Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Ext: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_

Customer: \_\_\_\_\_

Mailing address \_\_\_\_\_

\_\_\_\_\_

Period of Service (MM/YYYY): \_\_\_\_\_ through \_\_\_\_\_

Is this a Municipal or other Governmental Unit?  Yes  No

Primary Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Ext: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_

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

**THIS FORM OR SUBSTITUTE WITH THE REQUESTED  
INFORMATION MUST BE FILED WITH BID SUBMISSION**

**SAMPLE  
WASTEWATER SLUDGE HAULING AND DISPOSAL  
AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ 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 Ste 1,Upton, MA, 01568 hereinafter referred to as the "TOWN", and \_\_\_\_\_, Inc., a corporation having a usual place of business at \_\_\_\_\_, \_\_\_\_\_ Massachusetts, \_\_\_\_\_, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH:**

Whereas, the TOWN invited the submission of bids for the **Hauling and Disposal of Water Sludge**, "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. 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 the **Hauling and Disposal of Water Sludge** 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, 2017**, 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. **Payment of Compensation.** The TOWN shall make payments within thirty (30) days after its receipt of an Invoice.
6. **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.

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 TOWN for any purpose.
8. Insurance The Contractor shall maintain insurance with minimum limits as defined in the Invitation for Bid
9. 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.
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 TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.
11. 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. 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.
12. 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
  13. 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.
  14. 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.
  15. 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.
  16. 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.
  17. 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.

18. Entire Agreement. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with 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

**TOWN OF UPTON, MA**

By its: **Town Manager**

\_\_\_\_\_  
**CONTRACTOR:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)