CONTRACT DOCUMENTS

FOR

WATER TREATMENT PLANT RESIDUAL WASTE DISPOSAL

Contracts No. BOC: 1-20

Owner: Borough of Carlisle
53 West South Street
Carlisle, PA 17013

Owner’s Representative: Corey Flythe
(717) 240-6980
Email: cflythe@carlislepa.org
NOTICE

The Borough Council of the Borough of Carlisle, Cumberland County, Pennsylvania, 53 West South Street, Carlisle, PA 17013, will accept sealed proposals until 1:30 p.m., prevailing time, January 31, 2020 for the following:

WATER TREATMENT PLANT RESIDUAL WASTE DISPOSAL

All bid proposals shall be properly executed in ink without alterations and shall be complete. All bid proposals must be accompanied by a certified check or bid bond in the amount of ten percent (10%) of the bid. Specifications and bid forms may be obtained at no cost from the offices of the Borough of Carlisle at the address above from 8:00 a.m. to 4:00 p.m., Monday through Friday, except holidays. The successful bidder will be required to post a performance bond in the amount of one hundred percent (100%) of the bid price.

Bid Proposals will be opened at 1:30 p.m. on January 31, 2020 at the offices of the Borough of Carlisle. Unless all bids are rejected, the lowest responsible bidder may be selected at a public meeting of the Borough Council to be held February 13, 2020 at 7:00 p.m. at the offices of the Borough of Carlisle noted above.

Borough Council reserves the right to reject any or all bids or parts thereof and to waive any defects or irregularities in the best interest of the Borough.

Borough of Carlisle
Susan Armstrong, Borough Manager
Information and Instructions to Bidders

1. All proposals must furnish services, products and/or materials in strict compliance with those dimensions, quantities and other requirements as noted in the Specifications attached hereto. Under no circumstances will any services, products or materials be accepted that are different from or in substitution of or for those items and components described in the Specifications.

2. All bids shall be made upon the forms supplied by the Borough of Carlisle (the “Borough”) and mailed via U.S. Postal Service or recognized national courier service to Borough of Carlisle, 53 West South Street, Carlisle, PA 17013 or by hand delivered to the Office of the Borough Manager at the above address only between the hours of 8:00 a.m. and 4:00 p.m. weekdays. Sealed bids shall be received in the Office of the Borough Manager up to 1:30 p.m., prevailing time, January 31, 2020. The bid must be properly sealed in an envelope and clearly marked with “Bid: Water Treatment Plant Residual Waste Disposal” on the envelope. The bid must include the complete set of Contract Documents with the completed, notarized non-collusion affidavit, completed Employer Verification Form (if applicable), bid security and Bid Proposal completed and containing original signatures.

3. All bids shall give the proposed price both in words and figures and shall be signed by the Bidder with full name and address. Where bidder is a partnership, the name and address of each partner shall be stated in full and, if a corporation, the state where incorporated.

4. The Borough Council of the Borough of Carlisle reserves the right to reject any and all bids, to accept or reject any part of a bid, to waive any informalities and minor irregularities in the bids and to annul any contract if, in its opinion, there shall be a failure at any time to perform faithfully any of its terms.

5. Bids which contain erasures, alterations, conditional bids, omissions or irregularities may be rejected.

6. The successful bidder agrees, if selected, to furnish a performance bond, evidence of required insurance and furnish the executed Agreement within 10 days of notice of intention of award by the Borough of Carlisle.

7. The successful bidder shall not assign its rights under the bid awarded, in whole or in part, without the prior written approval of Borough Council, which permission can be withheld in Council’s sole discretion.

8. All bids shall be accompanied by a bid bond in the same form attached hereto or certified check made payable to the Borough of Carlisle in the amount of ten percent (10%) of the bid. In the event any bidder shall, within 10 days’ notice from the Borough of its intention to award the contract, fail to provide completed payment and performance bonds in the same forms provided in these Contract Documents, evidence of required insurance and the executed Agreement, the bid security provided by that bidder by certified check or bid bond shall be forfeited to the Borough as liquidated damages.
9. In accordance with the Pennsylvania Anti-bid Rigging Act that became law on October 23, 1983, the Borough requires each bidder to complete and return the Non-Collusion Affidavit. The Affidavit is to be completed as follows:

A. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

B. Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself/herself that each statement is true and accurate, making diligent inquiry as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

C. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents and an Affidavit must be submitted separately on behalf of each party.

D. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid and any other form of bid submitted for the purpose of giving a false appearance of competition.

E. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

10. The specified services shall be provided free of any liens, encumbrances and security interests.

11. The successful bidder is responsible for being familiar with and to know the location, means of access and all other features and conditions necessary for the successful bidder to perform the services specified herein. The successful bidder, its agents or representative shall be responsible for performing the services in accordance with all federal, state and local laws, regulations, codes and ordinances. It is the responsibility of each Bidder, before submitting a Bid, to visit the Water Treatment Plant site to become familiar with local conditions that may affect cost and furnishing of the work. Contact Corey Flythe at 717-240-6980 to schedule a site visit. A bidder who has visited the site within the past two months need not visit the site again before submitting a bid. Bidders shall inspect the work site and identify in their bid submission any conditions, which may affect removal and hauling of sludge from the sludge holding and loading facilities.

12. Any bids received after the deadline by which they are to be received are late bids. Such late bids will not be considered, but will be held unopened until the time of award and then returned to the bidder. No responsibility will attach to the Borough of Carlisle for the premature opening of, or the
failure to open, a bid not properly addressed and identified. Bids may be withdrawn by written request received from the bidder prior to the time fixed for opening.

13. Any services provided by the successful bidder or work completed is found to be defective, the successful bidder shall promptly, without cost to the Borough, properly repair defective work within 30 days of notice by the Borough. If the successful bidder fails to supply such items or properly repair such work within 30 days’ notice, the Borough may make such repair and supply such items at the cost of the successful bidder. The successful bidder will also be responsible for and pay all costs, fees and attorney fees incurred by the Borough if legal action is initiated against the successful bidder due to the successful bidder’s failure to pay such costs and expenses upon demand by the Borough.

14. The Notice, Information and Instruction to Bidders, Non-Collusion Affidavit, Bid Proposal, Performance Bond, Bid Bond or certified check deposit, the Agreement and Specifications shall constitute the “Contract Documents”, the terms of which shall constitute a binding contract with the successful bidder.

15. Conflict of Interest Notice and Responsibilities. A conflict of interest may take various forms but exists if a significant financial interest or other opportunities for tangible personal benefit may exert a substantial improper influence upon an employee, contractor or professional. A conflict of interest may exist when there is a divergence between private interests of an employee, contractor or professional and his, her or its obligation to the Borough such that: (i) a reasonable and independent observer might rationally question whether the employee’s professional responsibility might be influenced by considerations of gain or financial interest for either the employee, contractor or professional or their family or for other parties; or (ii) a reasonable and independent observer might rationally conclude that the conflict of interest undermines the integrity of any business of the Borough. A conflict of interest encompasses not only situations that are in fact improper, but also situations where a reasonable and independent observer might rationally observe the appearance of impropriety. This includes any potential conflicts of interest that are yet unrealized or that may be perceived by others to be conflicts of interest. For purposes of this notice, the family of any employee, contractor or professional shall include his or her spouse or companion, his or her siblings and their spouses or companions and his or her descendants and their spouses or companions. All bidders must provide with the bid a listing of current or potential conflicts of interest with respect to supplying goods and/or services to the Borough of Carlisle as contemplated by this project. The successful bidder shall provide notice to the Borough of any actual or potential conflicts of interest that exist or arise in the course of providing goods and/or services to the Borough of Carlisle.

16. The Borough reserves the right to revise or amend any plans or specifications prior to the date scheduled for bid opening. In the event plans and/or specifications are revised or amended, such revisions or amendments will be provided by use of an addendum which will be provided to all prospective bidders.

17. The successful bidder shall supervise and direct the work efficiently and with its best skill and attention. The bidder shall be solely responsible for the means, methods, techniques, sequences and procedures of work and shall be responsible to see that the finished work complies with the Contract Documents and applicable permits as required.
18. The successful bidder shall provide only competent, suitably trained and qualified personnel to perform the work as required by the Contract Documents and shall furnish all materials, equipment, labor, transportation, machinery, tools, fuel, power, sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.

19. The successful bidder shall be fully responsible for all acts and omissions of its subcontractors and of persons and organizations directly or indirectly employed by them. Nothing in the Contract Documents shall create any contractual relationship between the Borough and any Borough agent or employee and any subcontractor or other person or organization having a direct contract with the successful bidder, nor shall it create any obligation on the part of the Borough or any Borough agent or employee to pay or to see to the payment of any monies due any subcontractor or any person or organization working for the successful bidder. All subcontractors will be subject to the approval by the Borough. There shall be no substitution of subcontractors without prior approval and knowledge of the Borough once a subcontractor list is approved.

20. The successful bidder shall obtain all permits and licenses which are applicable to the services at the time the bid is submitted. It is the successful bidder’s responsibility to abide by all permit conditions affecting work and the work of any subcontractors.

21. The successful bidder shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and shall comply with all requirements and regulations of OSHA, State, and local governments pertaining to such work. The successful bidder shall be responsible for erecting any necessary signage and/or barriers to keep others from entering any work areas, subject to coordination with the Borough.

22. The Borough may, at any time or from time to time, order additions or revisions in the work. These changes will be authorized by Change Order to be executed in writing between the Borough and the successful bidder prior to any changes or revisions to the work being initiated.

23. The successful bidder shall, as a condition of award of the contract, provide evidence of the following insurance coverage, which insurance coverage shall be maintained for the duration of the contract:
   A. Commercial General liability - $1,000,000 per occurrence and $3,000,000 in the aggregate;
   B. Workers’ Compensation, in statutory limits required by Pennsylvania;

Each policy shall be endorsed to provide the Borough with 30 days’ notice of cancellation and the Borough shall be listed as an additional insured for all insurance noted above except for workers’ compensation insurance.

Any steel products used or supplied in performance of the Contract Documents or any subcontracts shall be from steel made in the United States.

25. The successful bidder shall insure, indemnify and hold harmless the Borough and its Council members, officers, employees, appointees and agents from and against any and all claims, suits, causes of action, losses, expenses and liabilities of any kind or nature, including attorney’s fees (and any attorney’s fees incurred in enforcing this provision) in any way arising or resulting from or in any way related to negligent, reckless and/or intentional acts by the successful bidder in providing services to or for the Borough under the Agreement and Contract Documents, including, but not limited to, claims, losses, fines, damage to property and bodily injury or death to persons. This provision will survive termination or expiration of the Agreement.

26. Bidders shall provide on the bid form where noted a unit price per gallon of water treatment plant residual waste removed from the Borough’s water treatment plant site.

27. Bidders shall include with their bid submission sufficient documentation to demonstrate that the bidder is qualified to provide the specified services and meet all applicable regulatory requirements. Bids that do not contain this information may be considered incomplete and rejected by the Borough. Bidders shall provide the following with their bid submission:

A. Documentation that the bidder is able to dispose of water treatment plant residual waste at an approved water treatment plant residual waste disposal site, including specific names, locations, and appropriate permit numbers. Because the Borough is ultimately responsible for the final destination of its water treatment plant residual wastes, the Borough reserves the right to reject any bid on the basis of the bidder’s proposed disposal site.

B. Compliance history with the Pennsylvania Department of Environmental Protection, and any other applicable local, state, or federal agencies. Compliance history shall include all notices of violation or actions against the bidder or the proposed disposal site(s) within the last three (3) years.

C. Listing of all equipment available to the bidder for completion of the work. Bidder shall guarantee continuous services each week of the year. The bidder must provide permit numbers of all approved storage facilities if disposal cannot occur immediately following removal of the residual waste from the Borough’s water treatment plant and direct transport to the disposal site.
NON-COLLUSION AFFIDAVIT

Project: Water Treatment Plant Residual Waste Disposal

State of ________________________________

County of ______________________________

I state that I am ______________________ of ________________________________

(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with or inducement from any firm or person to submit a complementary or other noncompetitive bid.

(5) ______________________________________________________

(Name of Firm)

its affiliates, subsidiaries, officers, director and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that ______________________________________________________ understands and

(Name of Firm)

acknowledges that the above representations are material and important, and will be relied on by the Borough of Carlisle in awarding that contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Borough of Carlisle of the truth relating to the submission of bids for this contract.
Signature: __________________________________________

Name: 
Position/Title: 

SWORN TO AND SUBSCRIBED 
BEFORE ME THIS _______ DAY 
OF ____________________, 20____

_________________________________________ 
Notary Seal: 

Notary Public

NOTE: The above Notary’s acknowledgment must be completed, signed and Notary seal placed.
**BID PROPOSAL**

Proposal of ________________________________ (hereinafter called "Bidder"), organized and existing under the laws of the State of ________________________________, doing business as ____________________________________________________________.

In compliance with your Notice, Bidder hereby submits this proposal for:

**Water Treatment Plant Residual Waste Disposal**

in strict accordance with the Contract Documents, within the time and conditions set forth therein, and at the price(s) stated below.

By submission of this Bid Proposal, the Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that this Bid has been made independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor. Bid quotation must be made both in figures and words.

<table>
<thead>
<tr>
<th>Numeric Bid:</th>
<th>Estimated Quantity</th>
<th>Total Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Price</td>
<td>Per Year</td>
<td></td>
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<tr>
<td>$_________________ X 1,000,000 Gallons = $_________________</td>
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<td>Per Gallon</td>
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<tr>
<td>Per Gallon</td>
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</tr>
</tbody>
</table>

Respectfully submitted:

__________________________________________________________________________

By ______________________________________________________________________ (printed)
Communications concerning this Bid Proposal shall be addressed to:

Address: __________________________________________________________

Phone/Email: _________________________________________________________

If Bidder is:

An Individual:
By_______________________________________________________ (SEAL)
(Individual’s Name)

Doing business as _________________________________________________

Business address:__________________________________________________
________________________________________________________________

Phone No. : _________________________________________

A Partnership:

By_________________________________________________________(SEAL)
(Firm Name)

__________________________
(General Partner)

Business Address:__________________________________________________
________________________________________________________________
A Corporation:
By: _________________________________(SEAL)
    (Corporation Name)

_________________________________________
    (State of Incorporation)
By: _________________________________(SEAL)
    (Name of Person Authorized to Sign)

_________________________________________
    (Title) (Corporate Seal)
Attest: _________________________________
    (Secretary)
Business Address: _________________________________

_________________________________________
Phone No.: _________________________________

A Joint Venture:
By: _________________________________(SEAL)
    (Name)
Address: _________________________________

By: _________________________________(SEAL)
    (Name)
Address: _________________________________
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Name of Successful Bidder:
Address:

____________________________________________________________________________

a _________________________, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Name of Surety
Address

____________________________________________________________________________

hereinafter called Surety, are held and firmly bound unto:

Name of Owner Borough of Carlisle, Cumberland County, Pennsylvania
Address 53 W. South Street
______________________________
Carlisle, PA 17013

hereinafter called “Owner”, in the penal sum of:

_______________________________________________ dollars

($______________) in lawful money of the United States, for the payment of which sum well and truly to
be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that the Principal entered into a certain contract with
the Owner, the Borough of Carlisle for Water Treatment Plant Residual Waste Disposal.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions and agreements of said contract during the original term
thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the
Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred
under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages
which it may suffer by reason of failure to do so, including, but not limited to, all reasonable attorney's
fees, and shall reimburse and repay the Owner all outlay and expense and attorney's fees, which the
Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work of the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed this the ______ day of ____________________, 20 ____________.

Principal

By

Title

Address

Attest: ____________________ (SEAL)

Witness: ____________________

Surety

Attorney-in-fact*:

By

Address

Attest: ____________________ (SEAL)

Witness: ____________________

*Power of attorney must be attached.

NOTE: If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the U.S. Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Pennsylvania
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, ____________________________

______________________________________________

as Principal, and _________________________________

as Surety, are hereby held and firmly bound unto the Borough of Carlisle, Cumberland County,
Pennsylvania, as Owner, in the sum of ____________________ ($______________) for the
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors
and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a
certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, to preform:

Water Treatment Plant Residual Waste Disposal

NOW, THEREFORE,

(a) If said bid shall be rejected, or in the alternate,

(b) If said bid shall be accepted and the Principal shall execute and deliver an agreement in the form
required by the Contract Documents (properly completed in accordance with said bid) and shall furnish a
bond for its faithful performance of said agreement, and for the payment of all persons performing labor
or furnishing materials in connection therewith, and shall in all other respects perform the agreement
created by the acceptance of said bid, then this obligation shall be void. Otherwise the same shall remain
in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all
claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its
bond shall be in no way impaired or affected by any extension of the time within which the Owner may
accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such
of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be
signed by their proper officers, the day and year first set forth above.
IN WITNESS WHEREOF, this instrument is executed this the _________ day of _________________________, 20 _________.

Principal
____________________________________  Attest: _________________________ (SEAL)

By
____________________________________

Title
____________________________________

Address
____________________________________  Witness: _________________________

______________________________
Witness: _________________________

Surety

Attorney-in-fact*: _________________________

By
____________________________________

Address
____________________________________  Attest: _________________________ (SEAL)

____________________________________  Witness: _________________________

______________________________

*Power of attorney must be attached.
NOTICE OF INTENT TO AWARD

TO:

PROJECT DESCRIPTION: Water Treatment Plant Residual Waste Disposal

The Borough of Carlisle has considered the Bid submitted by you for the above described project in response to its Notice and the related Contract Documents.

You are hereby notified that your Bid has been accepted as shown in your Bid Proposal.

You are required by the Information and Instructions to Bidders to execute the Agreement and furnish the required Contractor's Performance Bond together with required insurance certificate within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said Bonds and required insurance within ten days from the date of this Notice, the Borough of Carlisle will be entitled to such other rights as may be granted by law, including but not limited to retention of bid deposit or forfeiture of bid bond sum.

You are required to return an acknowledged copy of this Notice of Intent to Award to the Borough of Carlisle, 53 W. South Street, Carlisle, PA 17013.

Dated this ________________ day of ___________________________ 20__.

Borough of Carlisle

By: _______________________________

ACCEPTANCE OF NOTICE OF INTENT TO AWARD

Receipt of the above Notice of Intent to Award is hereby acknowledged this ________________ day of ___________________________ , 20 ____________.

_______________________________________

By: _______________________________

Title: _______________________________

NOTE: Failure to return an acknowledgment of this Notice of Award does not relieve the contractor of the conditions imposed by the Instructions to Bidders and/or General Conditions.
AGREEMENT

THIS AGREEMENT, made this _____________ day of ________________, by and between the
BOROUGH OF CARLISLE, Cumberland County, Pennsylvania, hereinafter called "OWNER" and ___
___________________________________________________,
doing business as (an individual) or (a partnership) or (a corporation), hereinafter called
"CONTRACTOR".

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

1. The Contractor will initiate the services work within two calendar days of receipt of the Notice to Proceed and be available on a weekly basis to perform the services throughout the life of the contract.

2. Terms used in the Agreement which are defined in the General Conditions, if included in the Contract Documents, shall have the meanings indicated in the General Conditions.

3. The term "Contract Documents" means and includes the following, but shall not be limited to:
   A. Notice
   B. Information and Instructions to Bidders
   C. Specifications
   D. Non-Collusion Affidavit
   E. Bid Proposal
   F. Bid Bond or other bid security
   G. Notice of Intent to Award
   H. Notice to Proceed
   I. Agreement
   J. Performance Bond

4. The Contractor agrees to provide water treatment plant residual waste disposal services during the term of the contract as described in the Contract Documents and as shown on the Bid Proposal, for the unit price of $__________ /gallon.

5. The Owner will pay the monthly invoices submitted by the Contractor for services rendered the previous calendar month. The Owner will pay the invoices within 30 calendar days of receipt.

6. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents, and specifically, the Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.
7. Contractor acknowledges and agrees that certain records and documents in the possession of Contractor pertaining to or in any way relating to the contract, services and/or materials provided or supplied by Contractor to or for the benefit of Owner may be considered a “public record” as that term is defined under the Pennsylvania Right-To-Know Law, Act 3 of 2008. Contractor agrees that Contractor shall make available and provide all such documents and records to Owner for photocopying or reproduction in appropriate medium by Owner that Owner shall, in its sole discretion, determine are a “public record” in the event an appropriate written request under the Right-To-Know Law for such documents or records is made to the Owner. Contractor further agrees that the obligations of Contractor under this paragraph shall survive the termination or expiration of this Agreement.

8. The Contract Documents constitute the entire Agreement between the Owner and the Contractor and may only be altered, amended or repealed by a duly executed written instrument.

9. 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 an original on the date first above written.

OWNER:

BOROUGH OF CARLISLE

By ________________________________

Susan Armstrong (Printed)

Borough Manager (Title)

53 W. South Street (Address)

Carlisle, PA 17013 (717) 249-4422

CONTRACTOR:

________________________________________

By _____________________________________

________________________________________ (Printed) (Printed)

________________________________________ (Title) (Title)

________________________________________ (Address) (Address)

________________________________________

(717) 249-4422
NOTICE TO PROCEED

TO: _____________________________    DATE: ______________________________

_____________________________    PROJECT:
_____________________________    Contract No.

You are hereby notified that the above Contract has been awarded to you and you are to commence work in accordance with the Agreement dated _____________________, on or before _____________________.

The Contract shall cover the one-year period that ends on February 28, 2021, unless extended in writing by the Borough for additional one-year periods at least 30 days prior to the end of the Contract.

Borough of Carlisle

By _____________________________

Printed __________________________

Title _____________________________

You are required to return an acknowledgment of this Notice to Proceed to the Borough of Carlisle, 53 W. South Street, Carlisle, PA 176013.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____________________ this _____________ day of _____________________, 20 ______.

By _____________________________

Printed ___________________________

Title _____________________________

NOTE: Failure to return acknowledgment of the Notice to Proceed does not relieve the contractor of conditions imposed by the Agreement.
WATER TREATMENT PLANT RESIDUALS DISPOSAL
SPECIFICATIONS

1. Contractor shall load, transport and dispose of water treatment plant sludge from the Carlisle Water Treatment Plant, North Middleton Township, Cumberland County, Pennsylvania to a site approved by the Borough and the appropriate regulatory agencies. The Borough’s Water Treatment Plant generates approximately 1,700 to 3,500 gallons of sludge daily with a typical solids concentration of two (2) percent to five (5) percent. The residual waste is a typical water treatment plant sludge and will be made up of grit, mud, settled metal hydroxide sludge (alum sludge), polyaluminum chloride and spent carbon. For purposes of bidding, it is estimated that the annual sludge production averages about 1,000,000 gallons. The contractor's unit price shall remain as bid if the amount of sludge generated is less than or greater than the listed annual estimate.

2. The Bid price shall include all costs associated with loading, transporting and disposing of water treatment plant sludge, including but not limited to, mobilization, demobilization, labor, chemicals, equipment, pumps, tipping fees, etc. Any further conditioning of the waste in order to prepare for final disposal will not be conducted at the Borough’s facilities.

3. Contractor shall comply with all local, state, and federal laws and regulations affecting the work.

4. Contractor is responsible for providing one yearly analysis of the residual waste with the Borough receiving an original copy of the results directly from the certified testing agency.

5. The Borough will provide access to its water treatment plant site for the Contractor to perform the specified services and will monitor the loading facility during the course of the Contractor’s services. The Contractor will use the Borough’s sludge loading facility to remove the residual waste from the treatment plant site. The Contractor shall be responsible for supplementing the loading facility, at the contractor’s expense, if the facility is not compatible with the Contractor’s equipment.

6. The contract will initially be approved for one (1) year period, with the option, by the Borough, of renewing the contract annually for a total period of five (5) years at the quoted unit bid price. The contract will go into effect immediately upon the Borough’s issuance of Notice to Proceed, which is expected in February 2020. The five-year contract period will run from issuance of Notice to Proceed to February 28, 2024. The first year of the Contract will end on February 28, 2021. The Borough may issue a written notice annually to the Contractor of the Borough’s intent to extend the contract beyond the initial first year within 30 days of the end of each one-year contract period

7. Contractor shall initiate work within two (2) days of receipt of the Notice to Proceed from the Borough and complete each sludge disposal operation within two consecutive days. Contractor shall be available 52 weeks a year. In an emergency situation, a quicker response will be necessary.
INVOICING AND PAYMENT

1. Contractor shall invoice the Borough monthly for Water Treatment Plant Residual Disposal Services. Contractor shall submit the monthly invoices to Finance Department, Borough of Carlisle, 53 W. South Street, Carlisle, PA 17013.

2. Contractor’s invoice shall list the gallons removed each day during the month and the sites(s) used for the disposal.

3. Payment will be on a per gallon basis at the completion of each calendar month, for the total gallons of residual waste disposed by the Contractor during the month.

4. The Borough will make payment to Contractor after the receipt of the invoice for satisfactory completion of work. Invoicing and payment shall be for work completed on a calendar month basis.