

**MONACA WASTEWATER TREATMENT PLANT
MONACA, PENNSYLVANIA**

**CONTRACT {1-2020}
SPECIFICATION AND FORM OF PROPOSAL
FOR SEWAGE SLUDGE TRANSPORTATION AND DISPOSAL**

**BID OPENING
{November 24, 2020}**

ADVERTISEMENT FOR BIDS

CONTRACT {1-2020}

SEWAGE SLUDGE TRANSPORTATION AND DISPOSAL

Sealed proposals for Municipal Wastewater Treatment Plant Sludge Transportation and Disposal shall be received by the Borough of Monaca, 928 Pennsylvania Avenue, Monaca, Pennsylvania 15061, until 3:00 p.m. prevailing time until {November 24, 2020} for furnishing labor, materials, and performing all work set forth in the advertisement, general conditions, and specifications.

Plans, specifications, and contract documents may be obtained at the office of the Monaca Borough Manager, 928 Pennsylvania Avenue, Monaca, Pennsylvania 15061 (724-775-9600).

Each proposal shall be accompanied by either a certified check or Surety Company bid bond in the amount not less than ten percent (10%) of the contract amount. The same shall be made payable to the Borough of Monaca.

Upon successful award of the contract, a one hundred percent (100%) performance bond shall be required.

No bids shall be withdrawn for a period of sixty (60) days after the time set for the opening bids.

{November 24, 2020} 7:00 p.m.

The Borough of Monaca reserves the right to reject any part of or all proposals, or to waive any irregularity in the proposal when the Borough of Monaca deems such action advantageous to the Borough.

Bids, whether mailed or delivered in person, shall be sealed, and marked "Contract No. {1-2020}"; and addressed to the Borough of Monaca, Borough Manager, at the above address.

Borough of Monaca

David L. Kramer, Jr.
Acting Manager, Borough of Monaca
724-775-9601

Advertise

October 9, 2020 & October 16, 2020

INSTRUCTIONS TO BIDDERS

SEWAGE SLUDGE TRANSPORTATION AND DISPOSAL

1. Receipt and Opening of Proposals

The Borough of Monaca invites and will receive Proposals (i.e., "bids") on the forms attached hereto at the Borough office until 3:00 p.m. on November 24, 2020. Bids will be publicly opened and read aloud at 7:00 p.m., at the regularly scheduled Council meeting on the said date. Bids must be sealed and addressed to the Borough of Monaca, 928 Pennsylvania Avenue, Monaca, Pennsylvania 15061 and plainly marked "Contract No. {1-2020}".

2. Scope of Work

The work to be performed under this Contract shall consist of all items contained in the Proposal including the provision of all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide the service as set forth in the specifications attached hereto. **Please note:** For reporting purposes, the total sludge disposals weights for any operating month shall be made available to the superintendent of wastewater treatment no later than the 4th day of the following operating month.

3. Term of Contract

The term of Contract shall extend from the day of execution of the Contract, January 1, 2021 until December 31, 2024. The parties agree that their mutual consent, each expressed in writing and received at least sixty (60) days before the termination of the current term ending on December 31, 2024 that this Contract may be extended for an additional period of two (2) year(s) upon the same terms and conditions as set forth in the Contract.

4. Preparation and Submission of Proposal

All proposals (i.e., "bids") must be prepared and signed by the bidders on the form attached hereto and without removal from this bound pamphlet. If submitted by a corporation, or by other persons authorized by a resolution of the Board of Directors, bids which are not signed by individuals or corporations making them shall have attached hereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

All bids must be legibly written in ink or typewritten. In the event of a discrepancy or error, the unit prices and quantities as typed or written shall govern.

Each bid must be submitted in a sealed envelope bearing on the outside for the name of the bidder, his address, and plainly marked "Contract No. {1-2020}." If forwarding by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid. The Borough reserves the right to reject any bid not prepared and submitted in accordance with the provision hereof, to waive any irregularities, and to reject any and all bids. Conditional bids will not be accepted.

5. Contractor to Make Examinations

Bidder shall inform themselves of all conditions under which the work is to be performed and all other relevant matters that may affect both the quality and all other relevant matters that may affect both the quantity of work and the quantity of labor, equipment and material needed thereon. The bidder shall make his own determinations as to the conditions and shall assume all risk and responsibility and shall complete the work in and under conditions the may encounter or create, without extra cost to the Borough. The bidder agrees that if she should execute the Contract he shall make no claim against the Borough because of estimates or statements made by any officer or agent of the Borough which may prove to be in any respect erroneous. The failure or omission of any bidder to receive or examine any form, instrument, addendum or other document shall in no way relieve him of any obligations with respect to his bid or to the Contract. The Borough shall make all such documents available to the bidder.

6. Bid Bond

Each bid must be accompanied by a certified check, cashier's check, or Bid Bond in the amount of ten percent (10%) of the total bid amount payable to the Borough of Monaca as guarantee that if the bid is accepted, the bidder will execute the Contract within ten (10) days of its ward. The failure or refusal of the successful bidder to enter into the Contract within the said time frame will result in the forfeiture of the Bid Bond (or check) to the Borough as liquidated damages. Forfeiture of the security shall be the sole remedy of the Borough. Award of the Contract may then be made to the next best-qualified bidder or the work re-advertised for proposals as the Borough may elect.

The Bid Bond of the lowest three bidders will be held until the Contract is executed. If no bids have been selected within sixty (60) days of the opening of bids, securities will be returned upon demand of any bidder at any time thereafter, provided that he has not been notified of the acceptance of his bid.

Each bid must also be accompanied by a certificate of insurance evidencing the coverages set forth in the Contract Specifications.

In lieu of the certificate, the bidder may submit evidence satisfactory to the Borough that, in the event that award of the Contract is made to him, the required coverages would be in place before execution of the Contract.

7. Performance Bond/Letter of Credit

The selected bidder shall have fourteen (14) days after notification of acceptance of the bid to deliver to the Borough a Performance Bond or letter of credit in the amount of one hundred percent (100%) of the total bid as defined in Item 6. Said bond or letter of credit is to be executed by a surety or banking institution satisfactory to the Borough, guaranteeing both the faithful performance of the Contract and due payment all lawful claims for all labor, material, and equipment used in the work. A letter of intent written by the surety stating that said bond will be delivered before work can commence shall be submitted with the bid. The form of the bond is appended hereto.

8. Qualifications and Competency of Bidders

Each bidder is required to submit with the bid certified supporting data regarding his qualifications and suitability for work to be performed including the following information, sworn to under oath by him:

- a. An itemized list of the bidder's equipment for use on the Contract (which may include equipment that the bidder intends to purchase).
- b. A copy of the latest available financial statement prepared by an outside certified accounting firm for the bidder (or its parent corporation).
- c. Where the bidder is a corporation, evidence that the bidder is in good standing under the laws of the state of Pennsylvania. In the case of a corporation organized under the laws of any other state, evidence that the bidder is licensed (or is capable of being licensed) to do business and is in good standing under the laws of the state of Pennsylvania, or a sworn statement that it will take all necessary action to become so licensed if its bid is accepted.
- d. Evidence, in form and substance satisfactory to the Borough that the bidder (or its affiliated companies) has not less than five (5) years of actual operating experience in sewage sludge transportation and disposal.
- e. Evidence that the proposed disposal site is currently and will be permitted by the Pennsylvania DEP during the life of the Contract.

9. Basis of the Proposal

Proposals with respect to sewage sludge disposal are solicited on the basis of rates per ton. The total tonnage and, so, the total compensation due the contractor may change as provided in the Contract Specifications.

10. Addenda and Explanation

Explanation desired by a prospective bidder shall be requested of the Borough in writing, and if explanations are necessary, a reply shall be made in the form of an addendum, a copy of which will be forwarded to each bidder. Every request for such explanation and any other information regarding the Contract shall be addressed in writing to the same by any person, previous to the award, shall be unauthoritative and not binding.

**CONTRACTOR'S PROPOSAL
FOR SEWAGE SLUDGE TRANSPORTATION AND DISPOSAL
CONTRACT NO. {1-2020}**

TO: Borough of Monaca. Proposal of _____

(AN INDIVIDUAL), (A PARTNERSHIP), (A COPORATION) duly licensed under the Laws of
the state of _____.

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for Sewage Sludge Transportation and Disposal for the Monaca Wastewater Treatment Plant, and being familiar with local conditions affecting the cost of work, does hereby offer to furnish, at the prices stated on the attached BID SCHEDULE and to hold said bid for a period of sixty (60) days after the opening date. The bidder hereby agrees to perform all the work, supply all labor, materials, equipment, necessary permits, the supervision, and all other items necessary to provide the service as specified.

By: _____

Address

Telephone

Items to be submitted with the Bid:

- | | |
|---|--|
| 1. Form of proposal. | 5. Experience and Equipment Questionnaire. |
| 2. Non-Collusion of Affidavit. | 6. Certificate of Insurance. |
| 3. 10% Bid Bond of the Bid Amount. | 7. Disposal Site Permitting Data. |
| 4. Certificate as to the Corporate Principal. | |

Bidder acknowledges that the OWNER reserves the right to reject any or all proposals and to delete or add to each as applicable without adjustments to unit price bids.

Name of Responsible Agent

Bidder

Signature of Responsible Agent

Address

Date

Telephone Number

BID SCHEDULE

Please Note: For bid purposes only, please assume an average load of 9-tons.

Disposal costs/ton. Including dumpster rental, and all applicable fees.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE/TON</u>
	Dumpster rental. Transportation and disposal of sewage sludge produced during 2021, 2022, 2023 & 2024	Approx. 600 tons per year	
			\$ Price/ton
			<hr/> TOTAL BID

IN PRESENCE OF:

_____(SEAL)
(Individual Principal)

(Address)

(Business Address)

_____(SEAL)
(Individual Principal)

(Address)

(Business Address)

ATTEST:

(Corporate Principal)

(Business Address)

By: _____
(AFFIX CORPORATE SEAL)

WITNESS:

(Corporate Surety)

(Corporate Surety)

(Business Address)

(Power-of-Attorney for person signing for Surety Company must be attached to bond.)

(Bid Bond)

SUB-CONTRACTORS

Name & Address

Project Responsibility

1.

2.

3.

4.

5.

Signature

Company

Name (Printed)

Address

Title

Witness of Signature

Telephone Number

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal, and _____

_____, as Surety, are held and firmly bound unto the Borough of Monaca (hereinafter called the "Owner"), in the sum of _____ Dollars (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated {_____} for: Contract No. {1-2020} Sewage Sludge Transportation and Disposal.

NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the bid accepted, and give bond with good and sufficient surety, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said bid within the period specified, or the failure to enter such contract and give such bond within the time specified, if the Principal or his Surety shall pay the Owner ten percent (10%) of the amount specified in said bid as liquidated damages, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above burdened parties have executed this instrument under several seals this _____ day of _____ 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

SS:

County of _____

_____ Being first duly sworn according to law,
deposes and says as follows:

- (1) He is _____ of _____, the bidder that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other bidder, firm or contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or, to fix any overhead profit or cost element of the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Borough of Monaca, or any person interested in the proposed contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

 By _____

 Bidder

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public

My commission expires on: _____

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____

SS:

County of _____

_____ being first duly sworn according to law,
deposes and says that:

(1) He is (owner, partner, officer, representative, or agent) of _____
_____ (hereinafter referred to as the "Subcontractor");

(2) He is fully informed respecting the preparation and contents of the
Subcontractor's proposal submitted by the Subcontractor to _____, the
Contractor, for certain work in connection with the Sewage Sludge Transportation and
Disposal, and Contract 1-2020 pertaining to the Project in Monaca, Pennsylvania.

(3) Such Subcontractor's proposal is genuine and is not a collusive or sham
proposal;

(4) Neither the subcontractor nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, has in any way
colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or
person to fix the price or prices in said Subcontractor's proposal, or to secure through
collusion, conspiracy, connivance, or unlawful agreement any advantage against the Borough
of Monaca, or any person interested in the proposed contract; and

(5) The price or prices quoted in the Subcontractor's proposal are fair and proper
and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part
of the bidder or any of its agents, representatives, owners, employees, or parties in interest,
including this affiant.

Title

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

My commission expires on: _____

NOTICE OF AWARD

To: _____

PROJECT Description: Contract {1-2020}; Sewage Sludge Transportation and Disposal

The OWNER has considered the bid submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 20____, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____.

You are required by the Instruction to Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BOND within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20____.

Borough of Monaca
By _____
Borough Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____
_____, this
_____ day of _____, 20____.

By _____
Title _____

CONTRACT SPECIFICATIONS

I. DEFINITIONS

1. **Contract Documents – The Request for Bids.** Instructions to Bidders, Contractor's Proposal, Contract Specifications, and Contract, Performance Bond or Letter of Credit and any addenda or changes to the foregoing documents agreed to by the Borough and the Contractor.
2. **Contractor** – The individual, firm, partnership, joint venture, corporation, or association performing sewer sludge transportation and disposal under contract with the Borough.
3. **Disposal Site** – A municipal waste landfill licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.
4. **Environmental Quality Board Regulations** – the regulations of April 9, 1988 and February 4, 1990, governing the disposal of municipal and residual waste apply. Any additional regulations implemented thereafter shall be observed.
5. **Municipal Waste Landfill** – Any facility that is designed, operated or maintained for the disposal of municipal waste, whether or not such facility possesses a permit from the department under the Solid Waste Management Act. The term does not include any facility that is used exclusively for disposal of construction/demolition waste or sludge from sewage treatment plants or water supply treatment plants.
6. **Letter of Credit** – A written undertaking by a financial institution on behalf of the applicant (the Contractor) to pay the beneficiary (the Borough of Monaca) for non-performance in amounts and under conditions as may be specified in the agreement.
7. **Performance Bond** – A corporate surety bond that guarantees compensation to the Borough of Monaca in the event that it must assume the obligations and/or duties of the Contractor in order to continue the services as defined by the Contract's Specifications.

II. SCOPE OF CONTRACT

Effective Date – This Contract shall become effective on the day of execution. Contractor shall begin the service of sewer sludge disposal as set out by this agreement on the tenth (10th) day after the effective date of the necessary permits issued by the governmental body(ies) having jurisdiction.

Term – The term of this Contract shall be for four (4) year(s) period or less beginning the effective date as previously defined and terminating December 31, 2024. The parties agree that by their mutual consent, each expressed in writing and received at least sixty (60) days before the termination of the current term ending on December 31, 2024, that this Contract may be extended for an additional period of two (2) year upon the same terms and conditions as set forth in this Contract.

Compliance with Applicable Laws – The parties to this Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation, and effect of this Contract. The Contractor shall conduct the service of sewage sludge transportation and disposal as provided for by this Contract in compliance with all applicable federal and state regulations and laws. The Contract and the work to be done as described herein is also subject to the provisions of all pertinent municipal ordinances which are hereby made a part hereof with the same force and effect as if specifically set out herein.

Bankruptcy – “Insolvent” for the purposes of this clause shall mean a party's inability to pay its debts as they mature.

A party's insolvency, or voluntary or involuntary bankruptcy shall not constitute prospective unwillingness and/or inability to perform and is not a repudiation of this agreement unless the party fails to give a timely and adequate assurance of its ability to perform. Until such assurances are received, the demanding party may suspend, if commercially reasonable, any performance due upon its part unless already paid. If a party is unable to give adequate assurance, the other party may terminate the Contract with sixty (60) days' written notice. Assumption of this Contract by a bankrupt debtor's trustee shall initially give rise only to a reasonable sense of insecurity and shall not operate as an automatic repudiation, prospective willingness to perform, or a breach of the Contract where the Contractor is in the process of voluntary or involuntary bankruptcy.

The Borough of Monaca shall not be bound to the Contract by an insolvent Contractor's trustee or receiver.

In the event of the Contractor's bankruptcy, the Borough will have the same remedies as provided for under the Breach of Contract.

Breach of Contract – If the Contractor fails to perform or to perform in a satisfactory manner, or to perform in accordance with applicable ordinances, the Borough shall have the right to demand in writing adequate assurance from the Contractor that steps have been or are being taken to rectify the situation. The Contractor must within ten (10) days of receipt of such demand return to the Borough Manager a written statement that explains reasons for non-performance or delayed, partial or substandard performance available to him or the option to appear with an explanation before the Borough Council. Upon receipt of the Contractor's statement or the failure of the Contractor to submit one, the Borough may, except under condition of Force Majeure, terminate this Contract with a two-thirds (2/3) vote of the Board and, as its sole remedy, made demands under the terms of the Performance Bond or the Letter of Credit.

Force Majeure – Neither the Contractor nor the Borough shall be liable for the failure to perform their duties nor for any resultant damage, loss, etc. if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fine, accident, act of

God, or other similar or different contingency beyond the reasonable control of the Contractor or the Borough.

If such circumstance persists for more than thirty (30) days, the Contractor may terminate this Contract upon written notice given thirty (30) days' advance notice to the Borough.

Arbitration and Award – Any controversy or claim arising out of or relating to this agreement, or breach thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Assignment of Contract – No assignment of this Contract of any right accruing under this Contract shall be made in whole or in part by Contractor without the express written consent of the Borough, which consent shall not be unreasonably withheld. The delegation of any contract duties will require the written consent of the Surety as such a delegation will not relieve the Contractor or a Surety of any delegation of the duty, the delegate shall assume full responsibility and liability for performance of the duty without affecting the Contractor's liability.

Change of Ownership – In the event that the Contractor's business assets are sold, the Borough maintains the right to hold the original owner solely liable. If, however, the Borough determines that the new ownership can adequately and faithfully render the services called for in this Contract for the remaining term of the Contract, then the Borough may elect to execute a notation, allowing the new ownership to assume the rights and duties of this Contract and releasing the previous ownership of all obligation and liability. The new ownership would then be solely liable for any work and/or claims attendant of this agreement.

Waivers – A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

Where the condition to be waived is a material part of the Contract such that its waiver would affect the essential bargains of parties, the waiver must be supported by consideration and take the form of a Contract modification as provided for elsewhere in this section.

Illegal and Invalid Provisions – Should any term, provision or other part of this Contract be declared illegal, it shall be excised and modified to conform to the appropriate laws or regulations. Should any term, provision or other part of this Contract be held to be inoperative, invalid or unenforceable, then such provision shall be waived and the remainder of the Contract shall not be affected but shall remain in full force and effect.

Joint and Several Liability – If the Contractor is comprised of more than one individual, corporation, or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

Binding Effect – The provisions, covenants, and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

Amendment of the Contract – No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties entitled to receive a right or obligated to perform a duty under this Contract. A signed original is to be fastened to the original Contract with signed copies retained by all parties.

The written modification is not to become effective for a period of thirty (30) business days during which time either party may revoke the writing upon delivery to the other party of written notice to that effect, dated and signed by a notary.

Merger Clause – Previous Agreements Superseded – This agreement constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are to be without effect in the construction of any provision or term of this Contract if they alter, vary or contradict this agreement.

III. SERVICE, OPERATIONS AND PERFORMANCE

Service Provided – The Contractor shall provide transportation and disposal services for the Borough including approximately 600 tons per year of sludge. The Contractor shall provide a schedule for disposal of the stockpiled sludge with his proposal. The Contractor shall further provide a 30 CY container for temporary storage of sludge produced during this contract period, to be collected by the Contractor on a regular or as-needed basis, to be determined by the Borough. The Borough shall provide adequate notice to the Contractor when unscheduled pick-up of sludge is required. The container provided shall conform to the Environmental Quality Board Municipal Waste Management Regulations, SS 285.121 and 285.20.

Holidays – The following holidays will be observed as non-service days by the Contractor:

New Years Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

The suspension of service on any holiday in no way relieves the Contractor of his obligation to provide transportation and disposal service.

Complaint – The Contractor shall receive and respond to all complaints regarding services provided under this Contract. Any complaints received by the Borough will be directed to the Contractor's office. Should a complaint go unresolved for longer than seven (7) days, the Borough will have the right to demand an explanation of resolution to its satisfaction.

Collection Equipment – An adequate number of vehicles shall be provided by the Contractor to collect sludge in accordance with the terms of this Contract. The vehicles shall be licensed in the Commonwealth of Pennsylvania and shall operate in compliance with all applicable state, federal and municipal regulations. All vehicles shall be manufactured and maintained to conform with the American National Standards Institute's (ANSI) standard 245.1 and conform to the requirements of the Environmental Quality Board Municipal Waste Management Regulations, SS 285.201.

All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear as a minimum, the name and phone number of the Contractor plainly visible on both cab doors. Each vehicle shall be uniquely numbered and bear the words "MUNICIPAL WASTE" in lettering at least twelve (12) inches high. Each truck shall have at least one (1) broom and one (1) shovel to clean up sludge that may be spilled or otherwise scattered during the process of loading. All vehicles shall be sufficiently secure so as to prevent any littering of sludge and/or leakage of fluid. No vehicles shall be willfully overloaded.

Each employee assigned to drive a vehicle shall, at all times, carry a valid driver's license for the type of vehicle he is driving.

Disposal Site – The Contractor shall be totally responsible for equipment owned while operated on any disposal site.

The location of the disposal site to be used under the terms of this Contract shall be one of the designated sites listed below. Sites must be EPA approved for the disposal of municipal wastewater sludge.

J. J. Brunner, Inc., New Sewickley Township, Beaver County, PA
Mr. Joseph J. Brunner
R.D. #1, Brunner Road
Zelienople, PA 16063
724-775-6665

BFI of PA – Imperial Landfill, Findlay Township, Allegheny County, PA
P.O. Box 448
Carnegie, PA 15106
724-695-0900

Vogel Disposal Landfill, Harmony, Butler County, PA
Mr. Edward L. Vogel
P.O. Box 847
Mars, PA 16046
724-625-1511

BFI of Ohio – Carbon Limestone (Poland) Sanitary Landfill, Mahoning County, OH
Mr. Mike Heher
P.O. Box 5240
Poland, OH 44514
330-536-8013

Additional sites may be considered. Provided they comply with current state and federal regulations.

The choice of disposal sites will be made in accordance with the list of designated sites contained in the Beaver County Municipal Waste Management Plan as ratified by the Beaver County municipalities and conditionally approved by the Pennsylvania Department of Environmental Protection and by the Contractor, who will assume all fees. Compensation for fee increases and unanticipated costs will be subject to this Contract's provision for petitioning for unanticipated costs. The Contractor may at any time be asked to provide evidence that the disposal site upon which his rates are based is the site actually used and that the said site is a legally permitted facility.

Title to Solid Waste – Title to sludge shall pass to the Contractor when placed in the Contractor's collection vehicle, removed by the Contractor from the container, or removed by the Contractor from the Borough's premises.

Notice – A letter properly addressed and sent by mail, certified mail, or registered mail to any party at the address provided below shall constitute sufficient notice whenever written notice is required for any purpose of this agreement. Notice will be considered sent either when received at the appropriate address or deposited in the United States mail.

Address for notices to the Borough:

Borough of Monaca
928 Pennsylvania Avenue
Monaca, PA 15061

Address for notices to Contractor:

Address for notices to Surety:

IV. NONDISCRIMINATION

Neither the Contractor nor any subcontractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion or national origin.

IV. INDEMNITY

The Contractor will indemnify and save harmless the Borough of Monaca, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of the award of this Contract or a willful or negligent act or omission of the Borough, its officers, agents, servants, and employees.

V. INSURANCE

The Contractor shall maintain in full force and effect throughout the term of this Contract throughout any extension or renewal thereof the following types of insurance in at least the limits specified below:

COVERAGES	MINIMUM LIMITS OF LIABILITY
WORKMEN'S COMPENSATION	STATUTORY
EMPLOYER'S LIABILITY	\$3,000,000.00
GENERAL LIABILITY	
BODILY INJURY	\$1,000,000.00 aggregate \$ 500,000.00 each occurrence
PROPERTY DAMAGE	\$3,000,000.00 aggregate \$1,000,000.00 each occurrence
AUTOMOBILE LIABILITY:	
BODILY INJURY	\$1,000,000.00 each person \$1,000,000.00 each occurrence
PROPERTY DAMAGE	\$1,000,000.00 each occurrence
EXCESS UMBRELLA COVERAGE	\$5,000,000.00 each occurrence

Employer's Liability Coverage will be required on the Contractor and any subcontractor where any class of employee engaged in work under this Contract is not protected under the Workmen's Compensation Statute.

All insurance will be by insurers acceptable to the Borough and authorized to do business in the Commonwealth of Pennsylvania. The Contractor shall furnish the Borough with a certificate of insurance or other satisfactory evidence that such insurance has been produced and is in force. Said policies shall not thereafter be cancelled, permitted to expire, or be changed without thirty (30) days' advance written notice to the Borough.

To the extent permitted by law, all or any part of required insurance coverage(s) may be provided under a plan of self-insurance.

VIII. PERFORMANCE BOND

Before this Contract can be executed, the Contractor shall furnish a corporate surety bond or a letter of credit written by an acceptable bank as security for the performance of the Contract. Said bond or letter of credit must be in the amount of one hundred percent (100%) of the total bid amount.

The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the Commonwealth of Pennsylvania. Attorney-in-fact who signs Performance Bonds must file with each bond an effectively dated copy of their power of attorney to execute the bond. In case of extension or renewal of this Contract, the Contractor shall furnish a Performance Bond or Letter of Credit in the same amount and under the same terms as for the initial Bond or Letter of Credit. The original surety, however, is in no way obligated to extend or renew the bond.

This Contract shall be subject to termination by the Borough at any time if said bond shall be cancelled or the surety thereon relieved from liability for any reason. Notice of cancellation of the bond must be served upon the Borough thirty (30) days prior to the effective date of said cancellation. The Contract will not be terminated if within ten (10) days of such notice the Contractor files with the Borough a similar bond or letter of credit to be effective for the balance of the Contract period.

VIII. PERMITS, LICENSES AND TAXES

The Contractor shall obtain and assume the cost of all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required.

IX. BASIS AND METHOD OF PAYMENT

The Contractor shall bill the Borough, by item number and description within ten (10) days of the end of each calendar month.

Petition for Unusual or Unanticipated Costs – The Contractor may petition the Borough at any time for additional rate adjustments on the basis of unusual changes in the cost of operations, such as new or revised law, ordinances or regulations, and for other reasons. The Borough shall have the right, as a condition for its approval, to demand inspection by itself or by an independent auditor of pertinent records that demonstrate the need for an adjustment to the rates.

Billing and payment shall be based on the Unit Bid price set forth in the Contract Documents. The Contractor shall be entitled to payment for services rendered.

CONTRACT NO. {1-2020}

THIS CONTRACT, made and entered into this _____ day of _____, 20___, by and between the Borough of Monaca (hereinafter called the "Owner") and _____ (hereinafter called the "Contractor")

WITNESSETH, that the Contractor and the Owner for the consideration stated herein agree as follows:

- I. Term. This Contract shall take effect on January 1, 2021. The initial term of this Contract shall extend for a maximum of three (3) years ending December 31, 2024.
- II. Scope of Work. The Contractor shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide sewer sludge transportation and disposal as specified and to perform all of the work called for and described in the Contract Documents.
- III. Component Parts of the Contract Documents. The Contract Documents shall include the following documents, all of which are fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached.
 - (1) The Request for Bids
 - (2) The Instructions to Bidders
 - (3) The Contractor's Proposal
 - (4) The Contract Specifications
 - (5) The Performance Bond or Letter of Credit
 - (6) This Instrument
 - (7) Any addenda or changes to the foregoing documents agreed to by the parties hereto.

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendments to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

This Contract is intended to conform in all respects to applicable statutes of the Commonwealth of Pennsylvania, and if any part or provision of this Contract conflicts therewith, the said statute shall govern.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at _____, _____ as of this _____ day of _____, 2020, in three duplicate counterparts, each of which shall be considered as an original.

BOROUGH OF MONACA

SEAL

Witness

Contractor

SEAL

Attest

Sealed, witnessed, and/or notarized as required by the laws of the Commonwealth of Pennsylvania.

GENERAL INSTRUCTIONS FOR BONDS

1. The "Bid Bond" form shall be used for the protection of the Owner in receiving bids. There shall be no deviation from this form.
2. The "Performance Bond" form shall be used for construction work or the furnishing of supplies and services whenever a bond is required. There shall be no deviation from this form.
3. The surety on each bond must be a responsible surety company, which is qualified to do business in Pennsylvania and satisfactory to the Owner.
4. If the principals are partners, their individual names will appear in the body of the bond, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.
5. If the principals are partners, their individual names will appear in the appropriate place, attesting the signature of each individual party to the bond.
6. If the principal or surety is a corporation, the name of the state in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal, as indicated in the form. If the corporation has no corporate seal, the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.
7. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached thereto. In lieu of such certificate, there may be attached to the bond, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
8. The date of this bond must not be prior to the date of the contract in connection with which it is given.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____ (hereinafter called "Principal"), as Principal, and _____

a corporation organized and existing under the laws of the Commonwealth of Pennsylvania and authorized to transact business in the Commonwealth of Pennsylvania (hereinafter called "Surety"), as Surety, are held firmly bound unto the Borough of Monaca (hereinafter called the "Obligee"), as Obligee, in the penal sum of _____ Dollars (\$_____), for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with said Obligee dated _____ (hereinafter called the "Contract") for Contract No. {1-2020}, Sewage Sludge Collection, Transportation and Disposal, to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform the contract on his part free and clear of all liens arising out of claims for labor and materials entering into the performance of the contract and indemnify and save harmless the Obligee from the loss, cost, or damage that he may suffer by reason of the failure so to do, then this obligation shall be void; otherwise it shall remain in full force and virtue.

PROVIDED, HOWEVER, that no suit, action or proceeding shall be had or maintained against Surety on this bond unless the same be brought or instituted within one (1) year after the date of completion or default by Principal. Written notice to Principal and Surety must be given within thirty (30) days after the occurrence of alleged default or failure to perform.

Signed and sealed this _____ day of _____, 2020.

(Seal)

PRINCIPAL

(Seal)

SURETY

INSURANCE
RESERVED

EXPERIENCE AND EQUIPMENT QUESTIONNAIRE

In accordance with the Sewage Sludge Collection and Disposal Specifications, all bidders shall provide the following information and submit the same to the Borough of Monaca with their bid. Failure to provide the following information and the execution of this document will render such bid as unqualified.

- 1. Number of collection vehicles to be used for collection: _____
- 2. Total number of suitable collection vehicles owned: _____
- 3. List below the type of equipment you presently have available for performance of this Contract:

YEAR	TYPE OF VEHICLE	MANUFACTURER OF VEHICLE	CAPACITY

- 4. Will new vehicles/equipment be purchased for this Contract?
YES () NO ()
If yes, describe them:

- 5. Name, address and telephone number of current insurance broker:

- 6. How many total years of experience as a solid waste collector has your organization had? _____ years.

7. Has your organization or any of its members failed at any time to compete a contract?
YES () NO ()

If yes, with what municipality or company and state circumstances.

8. Have any liens of any kind ever been filed against any of your contracts, or, are there any satisfied or unsatisfied legal judgments recorded against your organization or any member of it? YES () NO ()

If yes, give details and the name and address of any judgment creditor.

9. Name the location of the sanitary landfill(s) to be used by your organization under this Contract.

NAME

LOCATION

10. Total number of employees of organization that will be servicing this sewage sludge disposal contract: _____

11. Office phone number available to receive calls relative to this contract: _____