

**REQUEST FOR BIDS  
FOR SEWAGE SLUDGE REMOVAL**

**VILLAGE OF CLAYTON SEWAGE TREATMENT PLANT**

Bid Opening Date and Time: January 23, 2012 at 7:00 PM (EDT)

Location: Village of Clayton Municipal Building, 425 Mary St., Clayton, NY 13624

Scope of Work: This bid request is issued to invite interested vendors to submit a quotation for removal and hauling sewage sludge from the Village of Clayton (Agency) to the City of Watertown Sewage Treatment Plant or to the Village of Carthage/West Carthage Water Pollution Control Facility. The average number of gallons hauled annually is approximately 1.4 million gallons.

The lowest responsible bidder agrees to provide all labor and equipment necessary to haul our sewage sludge. The hauler must have a Scavenger hauler's permit, DEC Regulation No. (Part 364). ***A copy should be provided to the Agency with the submitted bid.***

Point of Contact: The Village Clerk as named below is the sole point of contact for matters relating to this bid proposal.

Agency: Village of Clayton  
Attention: Geneva Phelps Miller, Village Clerk-Treasurer  
Address: 425 Mary St., PO Box 250, Clayton, NY 13624  
Phone: (315) 686-5552

Contract Award: This contract provides for sewage sludge removal from the Village of Clayton to the City of Watertown Sewage Treatment Plant or to the Village of Carthage/West Carthage Water Pollution Control Facility.

Contract Period: Commence on February 1, 2012 and ending on January 31, 2013. There will be no hauling on weekends, or on weekdays prior to 8:00 a.m., unless the hauler is specifically requested by the Agency to do so.

Termination for Cause: If in the judgment of the Village of Clayton the contractor fails or refuses to perform the work in accordance with the contract, the Village may terminate the contract within 30 days upon issuing notice to the contractor.

Save Harmless Clause: The contractor agrees and stipulates that it will assume all risks of liability in the performance of services to be provided under this proposal and that it will be solely responsible and liable for damages resulting from all accidents and injuries to person(s) or property. The contractor agrees to indemnify, keep and hold harmless the Village of Clayton, its officers and employees from any and all claims for injury or damage to persons or property arising out of the service to be performed under this proposal, including negligence, active or passive, or wrongful or improper conduct of the contractor, its agents or employees.

*Right to Cancel Contract:* The Village of Clayton reserves the right to cancel the complete contract or any part thereof, at any time, by giving the contractor a 30-day written notice of cancellation.

*Non-Collusive Statement, General Municipal Law, 103-d:* By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of its knowledge and belief:

The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

Unless otherwise required by law, the prices that have been quoted in this bid have not been knowingly disclosed by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

*Deadline for Submission:* Bids will be received at the Village Clerk's Office, 425 Mary St., PO Box 250, Clayton, NY, 13624 until 3:00 p.m. on Monday, January 23, 2012. Bids must be submitted in a sealed envelope marked "**Sludge Bid**".

By Order of the Village Board  
December 12, 2011  
Geneva Phelps Miller  
Village Clerk-Treasurer

## **SERVICE CONTRACT**

### **SEWAGE SLUDGE REMOVAL VILLAGE OF CLAYTON**

**February 1, 2012 – January 31, 2013**

#### **DETAILED SPECIFICATIONS**

1. The contractor shall provide all necessary supervision, labor, trucks and any other equipment necessary to perform the requirements of this specification.
2. Sewage sludge is to be pumped out of tanks at the Village sewage plant and delivered to the City of Watertown Sewage Treatment Plant or to the Village of Carthage/West Carthage Pollution Control Facility. The sludge could be 4% solids at a 17-foot lift. The Village of Clayton will pay the City of Watertown or the Carthage/West Carthage WPCF for processing the sewage sludge.
3. All sewage sludge removal will be done in an efficient and sanitary manner. All leaking or spilling by the contractor during removal shall be immediately cleaned up. The Village will not provide any assistance to the contractor in cleaning leaks or spills. Continued violation of the above will be basis of contract abrogation and back charges for cleanup performed by others.
4. Pick-up schedule will be on a specific schedule to be determined by the Village.
5. The Village will provide accessibility to pick-up point during the designated hours and will be responsible for snow and ice control and road maintenance.
6. Pick-up frequencies may be modified to meet the requirements of the Village.
7. Contractor will be responsible for the repair of all damage to lawns, curbs, walks, roads and other structures in an around the agency grounds, resulting from the operation and caused by his employees and equipment.
8. Vehicles must be operated in a careful and prudent manner regarding safety and in strict compliance with Village regulations. Vehicles will be driven on paved road only, unless otherwise specified.
9. Contractor is required to remove sewage sludge even in very adverse conditions including winter weather.
10. Contractor will bill the Village at the end of each month.

11. Bidders must indicate the size of the tank to be used in this contract. The monthly billing shall include the total numbers of deliveries per day and total gallons hauled per day, for each destination (Watertown or Carthage/West Carthage).

12. The contractor will respond **within twenty-four (24) hours** of receiving a call from Village personnel to remove the sewage sludge.

13. The contractor agrees that there will be no fuel surcharge during the contract period.

The undersigned contractor hereby agrees to furnish labor and equipment and perform the work in accordance with the attached detailed specifications at the price stated below:

Watertown Plant: Total Price Per Gallon: \_\_\_\_\_

Carthage/West Carthage Plant: Total Price Per Gallon: \_\_\_\_\_

Truck Size: Total Gallons: \_\_\_\_\_

FIRM: \_\_\_\_\_

NAME: \_\_\_\_\_  
(Printed)

SIGNED: \_\_\_\_\_  
(Signature)

TITLE: \_\_\_\_\_

PHONE: \_\_\_\_\_

DATE: \_\_\_\_\_

**VILLAGE OF CLAYTON**

BY: \_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

**NON-COLLUSIVE BIDDING CERTIFICATION**

Pursuant to Section 103-d of the General Municipal Law, and Section 139-d of the State Finance Law, I affirm as true under the penalties of perjury the following statement:

By submission of this bid, each bidder and each person signing on behalf of any bidder certified, an in case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Legal Name of Corporation

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State ZIP