

ADDENDUM NO.1

Sludge Hauling and Disposal
Project No. 20DPW15
Ayer DPW

This addendum amends and/or supplements the bid documents as indicated below. Only these items alter the Bid Documents; any verbal discussions or responses are hereby declared null and void.

Sealed Bids for the General Contract will be received from General Contractors for the Sludge Hauling and Disposal at the Ayer DPW Office, 25 Brook Street, Ayer, MA 01432 until 2:00 PM on Friday, June 26, 2020 and at that time and place bids will be publicly opened and read aloud.

Bidder shall acknowledge receipt of this addendum on the Form for General Bid.

BID SHEET

A Revised Bid Sheet has been attached to this addendum and shall replace the Bid Sheet included in the IFB. **The Contractor shall use the attached Revised Bid Sheet for bidding on the project.**

QUESTIONS

1. Question: *The Bid asks for transportation pricing to Upper Blackstone and Veolia Cranston. Has the town of Ayer received approval to dispose of their sludge at these locations?*

Response: The Town does not have an agreement with either facility for disposal. The Town shall test, at its own expense, the sludge for all necessary parameters as required by the Contractor in order to support disposal at a facility, see Part 1 of the Town and Contractor Obligations.

The Town has disposed at these facilities in the past but has recently been disposing its sludge at Synagro in Waterbury, CT due to capacity issues in the region. The Town had informal conversations recently with UBWPAD and Cranston. UBWPAD indicated they are not accepting additional sludge at this time. Cranston indicated they likely have capacity for the Town's sludge.

2. Question: *Has the Town of Ayer made arrangements for these locations to invoice the Town of Ayer directly?*

Response: No. For the purposes of bidding, assume the hauler will receive the invoice for disposal and forward the invoice to the Town.

3. Question: *Should all disposal costs be included in the transportation costs?*

Response: No, the base bid (Items A, B and C on the Revised Bid Sheet) is for transportation costs. Disposal costs will be paid directly by the Town (see Response to Question 2) unless Add Alternate 1 is accepted. Add Alternate 1 would require the Contractor to pay the Facility for disposal and the Town would pay the Contractor the Add Alternate 1 price.

4. Question: *How will the town determine the lowest bidder?*

Response: Please refer to the General Specifications for Supplies and Services Part M which indicates "...the lowest price per load...".

5. Question: *How will the Town determine the contract value for Bonding purposes.*

Response: The bonding value for the contract shall be \$100,000.00

6. Question: *Who determines which disposal site should be used each day?*

Response: The Contractor shall use the lowest price per load facility that is available to accept the sludge at the time of disposal.

7. Question: *If the Town directs the hauler to take a load of sludge to a disposal site that can't accept it at that time or there is a long wait, will the town reimburse the hauler for their additional time and expense?*

Response: The question appears to refer to wait times or refusal due to the lack of capacity at the Disposal Site. Under these circumstances, the Town will not reimburse the Contractor. The Contractor shall determine which facility it plans to use prior to hauling and disposal of each load to best avoid such situations.

If the load is rejected in accordance with Part 2 of the Town and Contractor Obligations portion of the Specification, the Town will reimburse the Contractor.

8. Question: *If both the Towns disposal locations are unavailable, who is responsible for an alternative disposal facility?*

Response: The Town and Contractor shall negotiate a change order to utilize an alternative facility.

9. Question: *Line C of the bid form asks for an alternate disposal price by the dry ton. Should this dry ton price include the transportation costs and all other costs associated with the Alternate disposal price?*

Response: The Add Alternate for Disposal shall only include disposal cost. Also see response to Question 3.

10. Question: *Does a bidder have to put in an alternate disposal cost price in their bid to be compliant?*

Response: No.

11. Question: *At the end of each contract year is there an allowance for a CPI increase?*

Response: Yes. Each 1-year extension would involve execution of an Amendment by and between the Town and Contractor which would include negotiated cost adjustments.

12. Question: *At the end of each contract year are the extension years optional? Who's option, the Town, the Hauler or mutually agreeable?*

Response: The initial contract will be through June 30, 2021 and an extension would be by mutual agreement via an Amendment to the Contract signed by both parties.

Attachments:

Revised Bid Sheet

TOWN OF AYER
DEPARTMENT OF PUBLIC WORKS
WASTEWATER DIVISION

ADDENDA 1 REVISED BID SHEET

BID ITEM - Sludge Hauling and Disposal of approximately 2,800,000 gallons/year of sludge with a solids content of approximately 3.5% for a period of one year with the potential for two additional 1-year extensions at negotiated cost adjustments.

Base Bid - Transportation:

A. Transportation to Cranston, RI WWTP Cost per gallon \$ _____/gallon *
9,000 gallons/load = \$ _____/load

B. Transportation to UBWPCF, Millbury, MA Cost per gallon \$ _____/gallon * 9,000
gallons/load = \$ _____/load

C. Alternate Disposal Site – Transportation to Hauler’s Disposal Site _____
Cost per gallon \$ _____/gallon * 9,000 gallons/load =
\$ _____/load

ADD ALTERNATE Bid for Disposal: Cost per dry ton \$ _____/dry ton * 1.31 dry
ton/load = \$ _____/load

CONTRACT PERIOD

Commencing July 15, 2020 and concluding on June 30, 2021 dates inclusive. This contract is subject to the appropriation of funding for this purpose. Subsequent years are subject to funding for this purpose.

RECEIPT OF ADDENDUM NUMBER(s) _____, _____, is hereby acknowledged and reflected in the bid price(s) shown above.

The undersigned proposes to furnish the service including all labor and materials required to complete the Contract in accordance with the Specifications prepared by the Town of Ayer, dated June, 8 2020 for the Bid Price(s) shown.

FIRM _____ SIGNATURE _____

ADDRESS _____ NAME (print) _____

_____ TITLE _____

TELEPHONE _____ DATE _____

Note: The Town of Ayer reserves the right to reject any and all bids when it deems it to be in the best interest of the Town.

All questions from prospective bidders must be in writing regarding this Invitation for Bid. The Town shall respond to each question in writing and provide a copy of the answers to all prospective bidders.