



TOWN OF GROTON

ADDENDUM 2

REQUEST FOR PROPOSALS

18-35

TRANSPORTATION AND DISPOSAL OF LIQUID SEWAGE SLUDGE AND SCUM

March 2018

RFP 18-35 Transportation and Disposal of Liquid Sewage Sludge and Scum Addendum 2

Questions/clarifications

1. Bidder assumes that if a change in Federal, State, or Local law or ordinance take effect after the contract is executed, resulting in increased costs to perform the work, that both parties will negotiate a price modification. Is this correct

The Bidder assumes any increased costs to perform the work in the event of Federal, State or local law or ordinance takes effect after this Contract is executed.

2. Bidder request to include the following language to the indemnification provision: “Indemnification will be provided to the extent Contractor is responsible for the cause of the indemnified action(s), and Contractor will not provide indemnification for damages cause by the negligence or misconduct of the Town.”

The following sentence is hereby added to the end of Article 3 of the General Conditions: “The Contractor will not be responsible for indemnifying the Town of Groton to the extent of damages caused solely by the negligence or misconduct of the Town.”

3. Bidder assumes that if a force majeure event occurs, that neither party will be responsible for delays in the performance of the work (payment terms notwithstanding). The affected party shall notify the other in writing, and the Agreement can be terminated if the force majeure event lasts longer than 90 days. Is this correct?

The following language is hereby added as Article 17 of the General Conditions - Force Majeure. “No party shall be liable for delay in performance under this Contract due to forces beyond its control, including but not limited to acts of God, fires, acts of war, acts of terrorism, or intervention by any governmental authority, and each party shall take steps to minimize any such delay. Notwithstanding any of the foregoing, in the event that either party experiences one or more force majeure events resulting in the ability to perform this Contract for more than ninety (90) consecutive days, either party may terminate this Contract. Contractor shall only be paid for services actually performed in accordance with this Contract and shall not be entitled to anticipated profit, overhead or termination damages on services not actually performed.”

4. Would the Town consider a pricing structure per Dry Ton for Disposal with separate Transportation charge? Doing so would allocate risk of solids disposal between the Town and the Contractor equally.

No

5. In response to the question asked at the Sludge Disposal Pre-bid meeting:

The sludge sample for the bi-monthly sludge test is collected from the drum of the Rotary Sludge Thickener during operation. It is the most convenient point to do so however this can cause the solids content value to be reported higher than actual. The sludge used for reporting solid

content is taken at the truck during loading, which would more closely reflect actual solids concentration. Attached are our bi-monthly sludge reports for June, August and October 2017, and February 2018. Dec 2017 was provided with the RFP.

6. Bidder assumes that annual testing required for disposal is at the Town's expense. Is this correct?

Correct - We conduct and pay for the required EPA annual biosolids reporting.

7. Please confirm that the Town will allow demurrage charges should loading time exceed 35 minutes as noted in the bid spec?

No, the Town will not allow demurrage charges should loading time exceed 35 minutes.

8. Will the Town release additional historical testing (under Phoenix Environmental Laboratories) which contains % solids data? 3 – 6 months would be appreciated. Bid spec notes 3% - 9% solids; Exhibit IV shows a 6 month average solids of 5%; Phoenix analytical data shows 10.2%.

Solids content based on sampling location explained earlier. See attached.

9. Is the Town willing to accept a fuel surcharge based upon a negotiated base fuel rate? This will mitigate hauler's risk associated with escalating fuel costs utilizing fuel prices supplied by the U.S. Energy Information Administration: <https://www.eia.gov/petroleum/gasdiesel>.

No, the Town will not renegotiate pricing because of fluctuations in fuel costs, nor will it accept a fuel surcharge.

10. Do we need vac trucks to load sludge?

No.

11. Any upgrades related to sludge?

Approximately 2 years away.

12. Who is the current contractor?

Veolia

13. Where does the Material go for disposal now?

Mattabassett

14. How much is the disposal fee?-How Much is the transportation fee?

We pay the contractor a flat rate of \$0.1068 per gallon of sludge.

15. You have supplied some solids and analytical reports...can you supply back for the past two years on both solids and metals?

See attached

16. How long is the average loading time?

This information is stated in the RFP.

17. What is your typical loading schedule like now?

Presently 2-3 trucks per day. Days following holiday long weekends typically require an additional truck.

18. How many gallons do you load on each truck now?

6,000 gallons is current contractor's truck capacity

19. How many gallons do you dispose in a year?

Most recent 12 month running total is 3,093,000 gallons. During that interval, the high month was 390,000 gallons and the low month was 186,000.