

# NEWBERRY TOWNSHIP

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York County, Pennsylvania

## **BID DOCUMENTS**

### **SLUDGE HAULING AND DISPOSAL SERVICES**

For the Newberry Township Wastewater Treatment Plant  
400 Cly Road  
York Haven, PA 17370

Issued By:

Newberry Township Board of Supervisors

1915 Old Trail Road

Etters, PA 17319

Phone: (717) 938-6992

Email: [ddonald@newberrytwp.com](mailto:ddonald@newberrytwp.com)

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Important Dates:

- Bid Submission Deadline: 9:30 AM, July 18, 2025
- Public Bid Opening: 10:00 AM, July 18, 2025
- Board of Supervisors Approval: 6:00 PM, July 22, 2025
- Contract Period: Initial term from September 1, 2025 through December 31, 2025, followed by a second term from January 1, 2026 through December 31, 2026. An optional third year may be exercised from January 1, 2027 through December 31, 2027.
- Renewal Option: The Township reserves the right to extend the contract into a third and final year, from January 1, 2027 through December 31, 2027. The renewal shall be at the same unit pricing as submitted in the original bid, unless mutually agreed upon in writing. The Township will notify the contractor no less than sixty (60) days in advance of the expiration of the second term regarding its intention to exercise the renewal option. Either party may elect to terminate the contract at the end of any term with no less than sixty (60) days' written notice to the other party.

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## **SECTION 1: NOTICE TO BIDDERS**

Sealed proposals will be received by Newberry Township, York County, Pennsylvania, at the Township Building, 1915 Old Trail Road, Etters, PA 17319, until 9:30 AM, Friday, July 18, 2025, for the removal and proper disposal of sewage sludge and associated materials from the Newberry Township Wastewater Treatment Plant located at 400 Cly Road, York Haven, PA 17370. Bids will be publicly opened and read aloud at 10:00 AM on the same day at the Township building.

The Board of Supervisors intends to award the contract at its public meeting on July 22, 2025 at 6:00 PM. Services are to begin on September 1, 2025. The initial contract period will run through December 31, 2025, with a second term extending from January 1, 2026 through December 31, 2026. A third year, from January 1, 2027 to December 31, 2027, may be exercised at the Township's sole discretion under the same pricing unless otherwise negotiated.

Specifications, proposal forms, and other necessary documents are available via email at [ddonald@newberrytwp.com](mailto:ddonald@newberrytwp.com) or at the Township Office. Newberry Township reserves the right to reject any or all bids, waive any informalities, and award the contract in the best interest of the Township.

## **SECTION 2: GENERAL AND SPECIAL INSTRUCTIONS TO BIDDERS**

1. Bids shall be submitted on forms provided by the Township and enclosed in a sealed envelope clearly marked "Sludge Hauling Bid."
2. Each proposal must be accompanied by a bid bond or certified check in the amount of 10% of the total Year 1 bid.
3. The successful bidder must furnish a performance bond equal to 100% of the total contract value within 10 days of award.
4. The contractor shall comply with all applicable federal, state, and local laws and regulations.
5. The Township reserves the right to inspect contractor equipment and facilities prior to contract award.
6. The contractor is responsible for all permits, licenses, and fees associated with disposal activities.
7. All work shall be completed in a workmanlike manner consistent with industry standards and regulatory compliance.
8. Bid prices shall remain valid for a minimum of 60 days from the date of bid opening.
9. The Township may terminate the agreement with 60 days written notice for any reason deemed necessary.

### **SECTION 3: SPECIFICATIONS FOR REMOVAL AND DISPOSAL OF SLUDGE**

1. The Township produces approximately 25 wet tons of dewatered sludge per week, or approximately 1,300 wet tons per year.
2. Sludge is produced at the Newberry Township Wastewater Treatment Plant located at 400 Cly Road, York Haven, PA 17370.
3. Materials to be hauled consist of approximately 95% unclassified belt press sludge and 5% grit, screenings, rags, and grease.
4. Pickup frequency is typically two (2) times per week. All pickups must occur by 9:30 AM unless otherwise authorized.
5. The contractor shall provide two (2) leak-proof sludge dumpsters with properly sealed doors and elevated sides on the door end.
6. The contractor must supply one (1) plastic bag liner per load to ensure containment during transport.
7. All sludge must be hauled and disposed of in accordance with all applicable DEP and EPA regulations.
8. The Township prefers the most economical legal disposal method, which may include landfill disposal, land application, or secondary treatment (e.g., drying).
9. Current disposal site is Modern Landfill, but bidders may propose alternate DEP-approved sites and methods.
10. The contractor shall be responsible for all permits, manifests, logs, and reporting required by law and shall maintain records of all loads.

#### **SECTION 4: INSURANCE REQUIREMENTS**

1. The successful contractor shall provide a Certificate of Insurance showing the following minimum coverage:
  - a. General Liability Insurance: \$1,000,000 per occurrence
  - b. Automobile Liability Insurance: \$1,000,000 per occurrence
  - c. Workers' Compensation Insurance: Statutory Limits
  - d. Pollution Liability or Environmental Impairment Coverage is strongly recommended.
2. Newberry Township must be named as an additional insured on all applicable policies.
3. Insurance certificates must be submitted before execution of the agreement and maintained throughout the contract term.
4. The Township reserves the right to review coverage and require increased limits if necessary for compliance.

## SECTION 5: PROPOSAL FORM

To: Newberry Township  
1915 Old Trail Road  
Etters, PA 17319

The undersigned hereby proposes to furnish all labor, materials, equipment, and services necessary for the hauling and disposal of sewage sludge and related waste materials in accordance with the bid documents and specifications.

Year	Container/Transport Fee (per pickup)	Estimated Pickups (per year)	Disposal Fee (per ton)	Estimated Annual Cost
Year 1 (9/1/25-12/31/25)	\$_____	35	\$_____	\$_____
Year 2 (1/1/26-12/31/26)	\$_____	100	\$_____	\$_____
Year 3 (1/1/27-12/31/27, optional)	\$_____	100	\$_____	\$_____

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



## SECTION 6: NON-COLLUSION AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, being duly sworn, depose and say that I am the owner, partner, officer, or representative of \_\_\_\_\_, the party making the foregoing proposal, and that such proposal is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham proposal or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or of that of any other bidder, or to secure any advantage against Newberry Township or any person interested in the proposed contract.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2025.

Notary Public Signature: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## SECTION 7: SAMPLE AGREEMENT

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between Newberry Township, a Second Class Township in York County, Pennsylvania, hereinafter referred to as the 'Township', and \_\_\_\_\_, hereinafter referred to as the 'Contractor'.

WHEREAS, the Township desires to retain the services of the Contractor to haul and dispose of sewage sludge and associated materials in accordance with the terms specified in the bid documents.

NOW, THEREFORE, the parties agree as follows:

1. Scope: The Contractor shall furnish all labor, materials, and equipment for hauling and disposal of sludge as described in the specifications.
2. Term: The initial term shall be from September 1, 2025 through December 31, 2025. The second year shall run January 1, 2026 through December 31, 2026. An optional third year, through December 31, 2027, may be exercised by the Township.
3. Compensation: Payment shall be based on the unit prices submitted in the Contractor's proposal.
4. Insurance: Contractor shall maintain insurance as outlined in the bid documents and name the Township as an additional insured.
5. Compliance: Contractor shall comply with all applicable laws, rules, and regulations governing sludge hauling and disposal.
6. Termination: Either party may terminate the agreement at the end of a contract year with 60 days' written notice.
7. Entire Agreement: This agreement incorporates all bid documents and constitutes the full understanding between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

NEWBERRY TOWNSHIP

By: \_\_\_\_\_

Title: \_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_

Title: \_\_\_\_\_