

CONTRACT SPECIFICATIONS



SLUDGE HAULING SUPPORT

SUSSEX COUNTY PROJECT RFP 25-44

JULY 2025

Sussex County Engineering Department
2 The Circle
P.O. Box 589
Georgetown, Delaware 19947

Paul B. Mauser, P.E.
Sussex County, Assistant County Engineer

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SLUDGE HAULING SUPPORT
SUSSEX COUNTY PROJECT RFP 25-44

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SECTION 00100

INVITATION TO BID

Sussex County will receive sealed bids **until 1:00 PM EDT, August 28, 2025**, in the Sussex County Administrative Office Building, 2 The Circle, Georgetown, Delaware 19947, at which time they will be publicly opened and read aloud in Council Chambers for the following project:

SLUDGE HAULING SUPPORT
Sussex County Project RFP 25-44
Contract Term: 365 Consecutive Calendar Days

Bids are being sought from Contractors to provide all labor, materials and equipment required to provide sludge hauling support on an as-needed basis in Sussex County, Delaware.

Bidding Documents may be obtained in an electronic format at no cost, or in hard copy for a charge of \$25.00. Contact Ms. Kaycee Widen of the Sussex County Engineering Department, 3rd Floor, Sussex County Administrative Office Building, 2 The Circle, Georgetown, Delaware, telephone 302-855-7370.

Each bid must be accompanied by a bid guarantee equivalent to **ten (10) percent** of the amount of the base bid and all alternates. The bid guarantee may be a certified check or a bid bond secured by a surety authorized to do business in Delaware. The bid guarantee shall be made payable to Sussex County Council.

A non-mandatory Pre-Bid conference will be held on Monday, August 11, 2025 at 1:00PM, EST in the Sussex County Council Chambers, Sussex County Administrative Office Building, 2 The Circle, Georgetown, Delaware 19947.

Contractors should visit the sites at their earliest convenience to familiarize themselves with the entirety of proposed work. All Contractor questions must be submitted in writing to Paul Mauser of the Engineering Department at Paul.Mauser@sussexcountyde.gov **by Friday, August 15, 2025 at 5:00 PM EDT**. Any questions received after that date and time will not be answered. Emails should note "Sludge Hauling Support" in the subject line. **All questions will be answered via a written Addendum by close of business on Wednesday, August 20th, 2025.**

If the responding Contractor deems any portion of its response to contain trade secrets, proprietary or other confidential information, it shall isolate and identify in writing the confidential portions, together with a statement in support of its designation as such. The submission shall be confidential until the bid has been awarded and a contract has been executed. Thereafter, all submissions shall be open to public inspection.

Federal or State scale wage rates are NOT applicable on this Project.

Liquid Asphalt Cement Cost Adjustment and Diesel Fuel Index are NOT applicable to this Project.

Sussex County reserves the right to extend the time and place of the bid opening on not less than two (2) calendar days' notice by electronic means to those who have obtained copies of the Contract Documents. Sussex County reserves the right to waive irregularities and reject any or all bids.

Paul B. Mauser, P. E.
Sussex County
Assistant County Engineer

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SECTION 00200

INSTRUCTIONS TO BIDDERS

1. GENERAL

- 1.1 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions, as amended by Supplementary Conditions.
- 1.2 Complete sets of the Bidding Documents may be obtained as prescribed in the Invitation to Bid. Complete sets of Bidding Documents shall be used in preparing Bids; Sussex County assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

- 2.1 Bidders shall satisfy themselves of the accuracy of all estimated quantities in the Bid Form by examination of the Site and review of the Contract Documents, including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of Work or of the nature of the Work to be done. It is the responsibility of each Bidder before submitting a Bid to:
 - A. Examine the Contract Documents thoroughly; review working hours, Project details, special conditions, permit compliance, insurance requirements, etc.,
 - B. Visit and inspect the Site to become familiar with conditions and perform additional investigations as necessary to satisfy himself as to surface and subsurface conditions, availability of utilities, and access roads as necessary that may affect the cost, progress, performance, or furnishing of the Work,
 - C. Consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the Work
 - D. Study and carefully correlate Bidder's observations with the Contract Documents,
 - E. Notify Engineer of all conflicts, errors, or discrepancies in the Contract Documents, to allow changes and corrections by issuance of Addenda.
- 2.2 The Contract Documents contain the provisions required for completion of the Project. Written or verbal information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the Agreement.

3. PREPARATION OF BIDS

- 3.1 All Bids shall be made on the required Bid Form. All blank spaces for prices shall be filled in, using ink or typewritten, and the Bid Form shall be fully completed and

executed when submitted. No allowances, stipulations, segregated Bids or assignments will be considered. Failure to comply may be cause for rejection.

- 3.2 The quantities given under the various items of the Bid Form are approximate only and subject to increase or decrease as provided in the Contract Documents, without changing the unit prices to be paid for the Work.
- 3.3 Bids are intended to establish a Total Price for the Work prescribed by the Contract Documents. Should the Contractor believe the cost for an item of work has not been defined by a Bid Item, he shall include the cost for that work in an applicable bid item, so that his proposal for the Project reflects his Total Price for completing the Work in entirety.
- 3.4 State all total bid amounts in numerical figures and handwritten if required on the Bid Form. Should figures not match when both numerical and handwritten are specified, the handwritten shall govern. Write all signatures in longhand. Any alterations or erasures must be initialed by the Bidder.
- 3.5 Bidders shall total their proposal as indicated on the Bid Form so the result of the Bidding, barring possible arithmetical errors, will be at once known. The Engineer will correct any errors in computation when the proposals are canvassed; in case of discrepancy between unit prices and their extensions, the unit prices shall govern.
- 3.6 Each Bidder shall complete the Listing of Subcontractors within the Bid Form. For each Subcontractor category stated, the Bidder shall enter the name and address (city or town, and state only) of the Subcontractor who will perform that category of the work.
- 3.7 If the Bidder is an individual, each copy of the Bid Form shall be signed by the individual himself, under his business name. If the Bidder is a partnership, each copy of the Bid Form shall be signed by an authorized partner, under the name of the partnership. If the Bidder is a corporation, each copy of the Bid Form shall be signed by an authorized executive officer of the corporation under its registered name and the corporate seal shall be affixed. If the Bidder is a limited liability company, each copy of the Bid Form shall be signed by the authorized Managing Member(s).
- 3.8 A pre-bid conference will be held as prescribed in the Invitation to Bid. Contractors are encouraged to attend and participate in any pre-Bid conference advertised; Addenda will be issued in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding nor legally effective.

4. BID BOND

- 4.1 Each Bid must be accompanied by a Bid Bond payable to the Owner for **TEN PERCENT** of the total bid. A certified check or cashier's check may be used in lieu of a Bid Bond. The Bid Bond of the Bidder awarded the Project will be retained until the Contract Documents have been executed and approved in entirety, after

which it will be returned. Bid Bonds of unsuccessful Bidders will be returned upon execution of Contract Documents.

5. DELIVERY OF BIDS

- 5.1 Bids shall be submitted in a sealed envelope, addressed to the Sussex County Engineering Department, Attn: Ms. Kaycee Widen, 2 The Circle, Georgetown, Delaware 19947. Each sealed envelope containing a Bid shall be plainly marked on the outside with: **Project title, Project number, Bid opening date and time, and the Bidder's name, address and State of Delaware business license number** (or a notation that the licensing process has been initiated as required).
- 5.2 Bidders on this work will be required to comply with 30 Delaware C. Section 2502. Bidders shall have initiated the license application procedure required with the Division of Revenue prior to, or in conjunction with, the submission of a Bid on a Contract, or, in the case of a subcontractor, prior to the submission of a bid by the general Contractor.
- 5.3 Each Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Oral, telegraphic, electronic, or telephonic Bids are invalid and will not receive consideration.
- 5.4 Any Bid received after the time and date specified shall not be considered.

6. WITHDRAWAL OF BIDS

- 6.1 Any Bid may be withdrawn prior to the date and time prescribed for opening of bids or authorized postponement thereof. If a Bidder wishes to modify its Bid prior to the opening of bids, they must withdraw the initial Bid and submit a new Bid.
- 6.2 No Bidder may withdraw a Bid within the sixty (60) days after the actual date of the opening.
- 6.3 Should there be reason why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

7. PUBLIC OPENING OF BIDS

- 7.1 Sussex County will receive sealed Bids at the Sussex County Administrative Office Building, 2 The Circle, Georgetown, Delaware 19947, until the date and time prescribed in the Invitation to Bid. Bids shall be delivered as previously stated, and immediately following, they will be publicly opened and read aloud in the Council Chambers.

8. BID EVALUATION

- 8.1 The Owner may waive any informalities or minor defects, reject any and all Bids, and shall Award to the responsible Bidder submitting the lowest responsive Bid.

- 8.2 The Owner shall have the right to accept Alternate Bids in any order or combination with the Base Bid, to determine the lowest responsive Bid as deemed in the best interests of Sussex County.
- 8.3 The Owner may make such investigations as deemed necessary to determine whether the Bidder is responsible, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is responsible, as defined by Title 29, Chapter 69 of the *Delaware* Code, and able to carry out Agreement obligations and complete the Work contemplated in the Contract Documents.
- 8.4 All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Agreement throughout. The Delaware Code permits Owner to determine the Bidder's responsibility based upon the following factors:
- A. Bidder's financial, physical, personnel or other resources including subcontracts.
 - B. Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of prevailing wage laws in Delaware or any other state.
 - C. Bidder's written safety plan.
 - D. Whether Bidder is qualified legally to contract with the State.
 - E. Whether Bidder supplied all necessary information concerning its responsibility.
 - F. Any other specific criteria, which Owner sets forth herein or as may be hereinafter authorized in 29 Del. C. §6962(d)(13).
- 8.5 To better ensure fair competition and to permit a determination of the lowest Bidder, unresponsive bids, or bids obviously unbalanced may be rejected by the Owner.
- 8.6 In a case where a Bidder has indicated "NO BID" on the Bid Form for an Alternate Bid Item, which Sussex County chooses to include in the Contract, the entire Bid Form may become void and be rejected.
- 8.7 A Bidder shall make no additional stipulations on the Bid Form nor qualify his Bid by attachments or any other matter. Stipulations or qualifications will be subject to Bid rejection.
- 8.8 Unauthorized additions, interlineation, conditional or alternate bids or irregularities or stipulations of any kind, making the Bid incomplete, indefinite, or unbalanced, may be considered cause for a Bid rejection.

- 8.9 An individual, firm or corporation submitting more than one Bid for the same Contract under same or different names, or evidence of collusion among Bidders, shall be considered cause for a Bid rejection.

9. CONTRACT AWARD

- 9.1 The Bidder or Bidders to whom the Project is awarded will be required to execute the Agreement and acceptable certificates of insurance and return three (3) copies of these documents within twenty (20) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms.
- 9.2 By execution of the Agreement, the Bidder awarded the Project certifies that he is familiar with all Contract documents, the site and the condition of the site, and shall in no way be relieved of any obligation under it, due to his failure to examine the documents or visit the site and acquaint himself with the existing conditions, and the Owner will be justified in rejecting any claim based on facts which said Bidder should have foreseen from document and site review.
- 9.3 In case of failure of the Bidder to execute the Agreement or to provide the requisite bonding within twenty (20) calendar days, the Owner may consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.
- 9.4 The Bidder awarded the Project shall supply the names and addresses of major material suppliers within ten (10) days from Notice of Award.
- 9.5 Bidders must be prepared to complete the Work within the Contract Time stated in the Agreement. The Substantial Completion date shall be named in the Notice to Proceed.

10. PERFORMANCE/PAYMENT BONDS

- 10.1 A Performance Bond is NOT required for this project.
- 10.2 A Payment Bond is NOT required for this project.

11. MISCELLANEOUS

- 11.1 The Bidder agrees to abide by the requirements under Executive Order Nos. 10925, 11114 and 11246, as amended, including provisions of the equal opportunity clause. Bidder additionally agrees to comply Title VI of the Civil Rights Act of 1964.
- 11.2 No allowance will be made subsequently in this connection on behalf of the Contractor, for any error or negligence on his part to comply with the above, inadvertently or otherwise.
- 11.3 The Office of Management and Budget ("Office"), has developed regulations that require Contractors and Subcontractors to implement a program of mandatory

drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds pursuant to 29 Del. C. §6908(a)(6). The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. §6962.

END OF SECTION

SECTION 00300

BID FORM

1. BID RECIPIENT:

This Bid is submitted by _____,
("Bidder")

To SUSSEX COUNTY ("Owner"), 2 The Circle, Georgetown, Delaware 19947.

2. BIDDER ACKNOWLEDGEMENTS:

- 2.1 The Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner to perform all Work for **Sludge Hauling Support, Sussex County Project RFP 25-44** in strict accordance with the Contract Documents and other terms and conditions of the Bidding Documents and at the prices stated herein.
- 2.2 The undersigned Bidder has visited the Site of Work and upon examination satisfied itself of the conditions that may affect cost, progress and performance of all Work.
- 2.3 The undersigned Bidder has carefully and thoroughly studied all Plans, General Conditions, Supplemental Conditions, Technical Specifications, the Agreement, and all other Contract Documents as listed in the Agreement for construction of the Project, is satisfied to the general nature of the Work, and has given the Engineer written notice of all conflicts, errors, ambiguities or discrepancies discovered by Bidder, and confirms the written resolution thereof by Engineer is acceptable to Bidder.
- 2.4 The Bidder has the labor and equipment capacity at time of Bid to staff the Project in a timely manner and furnish all material prescribed by Contract Documents, and hereby agrees to commence Work under this Contract as instructed by Owner and to complete the Work for a final payment as defined in the Contract Documents.
- 2.5 The undersigned Bidder further understands that all supplies and materials covered by this Bid shall be new and of the best quality and the highest-grade workmanship.
- 2.6 The Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.

Addendum Date

- 2.7 Bidder understands there are no Liquidated Damages on this project.

- 2.8 Accompanying this Bid is a Bid Bond / certified check in the amount of _____, payable to Sussex County Council, Sussex County, Delaware, which is to be forfeited to the extent necessary to make up the difference between the Bid and the second low bid, or if the undersigned shall fail to execute the Agreement; otherwise said Bid guarantee shall be returned to the undersigned. If the Bid Bond or guarantee is not sufficient to make up the difference between the Bid and the second low bid, together with any consequential damages, the undersigned Bidder agrees to pay the Owner any losses in excess of the bond or guarantee.
- 2.9 Bidder acknowledges that Unit Prices in the Bid include an amount considered by Bidder to be adequate to cover Contractor's overhead and profit, including any sales tax or other applicable tax and fee, for each separately identified item; that estimated quantities are not guaranteed and are solely for the purpose of comparison of the Basis Bid; that final payment for all unit price Bid items will be based on actual quantities as provided in the Contract Documents; and that the Bid reflects a Total Price to complete the Work prescribed by the Contract Documents in entirety.
- 2.10 The Bidder understands subcontracting is limited to **20%** of the Total Bid price, and must complete this "Listing of Subcontractors" below in its entirety:

Type of Work	Subcontractor Name & Address	Subcontract Amount

Total Subcontracted Amount: \$ _____

Percent of Total Contract: _____ %

Note: Contractor should indicate "self" for any type of work directly performed and omit such amount from calculation.

3. BIDDER CERTIFICATIONS:

- 3.1 During the performance of this Contract, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, gender identity or national origin. Contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, sexual orientation, gender identity or national origin.
- 3.2 Bidder agrees to comply with Title VI of the Civil Rights Act of 1964.
- 3.3 This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;

- 3.4 By submission of this Bid, the Bidder certifies; and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.
- 3.5 Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid;
- 3.6 Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- 3.7 Bidder has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - A. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - B. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - C. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - D. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- 3.8 The Bidder certifies by the submission of this Bid that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the product or services shipped or ordered as a result of this Bid. Said Bidder shall, at his own expense, defend any and all actions or suits charging such infringements, and will save Owner, and its appointed and elected officials, officers, partners, directors, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.

4. BASIS OF BID (on following page):

HAULING SERVICES					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
A1	Seaford WWTP Sludge Hauling: Pickup 30 CY Roll Off Container, Haul, and Dispose at DSWA (Jones Crossroads Landfill)	EACH LOAD	175		
A2	Rehoboth Beach WWTP Sludge Hauling: Pickup 30 CY Roll Off Container, Haul, and Dispose at DSWA (Jones Crossroads Landfill)	EACH LOAD	125		
A3	Inland Bays RWF Sludge Hauling: Pickup & Haul Dump Truck Load of Sludge to DSWA (Jones Crossroads Landfill)	EACH LOAD	20		
A4	South Coastal RWF Sludge Hauling: Pickup & Haul Dump Truck Load of Sludge to DSWA (Jones Crossroads Landfill)	EACH LOAD	20		
A5	Inland Bays RWF Liquid Hauling: Load Tanker Truck & Haul 4% Max Solids to South Coastal RWF Sludge Lagoon	EACH LOAD	10		
A6	Georgetown WWTP Liquid Hauling: Load Tanker Truck & Haul 4% Max Solids to South Coastal RWF Sludge Lagoon	EACH LOAD	10		
TOTAL PROJECT BASE BID (A1 to A6)					

5. ATTACHMENTS:

- 5.1 A copy of a current State of Delaware business license or attach evidence that an application process for such license has been initiated.
- 5.2 A copy of a current Delaware Contractor Registration Act Certificate.
- 5.3 Bid Bond / certified check as required security defined herein.
- 5.4 List of Major Products or Equipment
- 5.5 Employee Drug Testing Program Affidavit

6. BID SUBMITTAL:

This Bid is submitted by:

Name: _____

(SEAL) (Type or Print – Individual, Partnership, LLC, or Corporation Name)

By: _____
(Signature)

Title: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____ Cell: _____

Email: _____

State of Delaware License No.: _____

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SECTION 00340

BID BOND

TO ACCOMPANY BID FORM
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____ of _____
_____ in the County of _____ and State of _____ as **Principal**, and _____
_____ of _____ in the County of _____ and State of _____
_____ as **Surety**, legally authorized to do business in the State of Delaware, and are
held and firmly unto Sussex County (**Owner**) in the sum of _____ Dollars (\$_____
_____), for **Sussex County Sludge Hauling Support, Sussex County Project RFP**
25-44 to be paid to the **Owner** for the use and benefit of **Owner** for which payment well and truly to be
made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors,
jointly and severally for and in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden **Principal**
who has submitted to the **Owner** a certain proposal to enter into this contract for the furnishing of certain
material and/or services within the State, shall be awarded this Contract, and if said **Principal** shall well
and truly enter into and execute this Contract as may be required by the terms of this Contract and
approved by the **Owner** this Contract to be entered into within twenty days after the date of official
notice of the award thereof in accordance with the terms of said proposal, then this obligation shall be
void or else to be and remain in full force and virtue.

Sealed with _____ seal and dated this _____ day of _____ in the year of our
Lord two thousand and _____ (20____).

SEALED, AND DELIVERED IN THE
Presence of

Name of Bidder (Organization)

Corporate
Seal

By:

Authorized Signature

Attest _____

Title

Name of Surety

Witness: _____

By:

Title

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SECTION 00350

AFFIDAVIT OF EMPLOYEE DRUG TESTING PROGRAM

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds.

We hereby certify that we have in place or will implement during the entire term of the contract for the **Sludge Hauling Support, Sussex County Project RFP 25-44** a Mandatory Drug Testing Program for our employees on the jobsite, including subcontractors, that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed):

Authorized Representative (signature):

Title: _____

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

My Commission expires _____. NOTARY PUBLIC

_____.

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

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SECTION 00400

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20____, by and between **Sussex County, a political subdivision of the State of Delaware**, hereinafter called "Owner" and _____ doing business as _____ (an Individual) or (a Partnership) or (a Corporation) hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor shall commence and complete the Project, of which the Work under the Contract Documents is a part, and generally described as: **Sludge Hauling Support, Sussex County Project RFP 25-44.**
2. Terms used in the Agreement have the meanings indicated in the General Conditions, as amended by Supplementary Conditions.
3. The Contractor shall furnish all material, supplies, tools, equipment, labor and other services as specified or indicated in the Contract Documents necessary for construction and completion of the Project in accordance with all terms and conditions stated therein.
4. The Contractor shall commence the Work required by the Contract Documents on the effective date referenced by the Notice to Proceed and shall complete the Project within a Contract Time of **365** consecutive calendar days, unless extended otherwise in accordance with the Contract Documents.
5. The Owner shall pay the Contractor for all Work in the manner and at such times as set forth in the General Conditions, the amounts as prescribed by the Notice of Award, using the unit bid prices stated in the Contractor's Bid Form.
6. No Retainage will be withheld on this Contract.
7. The term "Contract Documents" means and includes the following:
 - 8.1 Invitation to Bid
 - 8.2 Instructions to Bidders
 - 8.3 Bid Form
 - 8.4 Bid Bond
 - 8.5 Agreement
 - 8.6 Affidavit of Employee Drug Testing Program
 - 8.7 Attachment related to Employee Drug Program
 - 8.8 Notice of Award
 - 8.9 Notice to Proceed
 - 8.10 General Conditions
 - 8.11 Addenda
 - 8.12 Change Orders
8. This Agreement shall be binding upon all parties hereto and their respective heirs,

executors, administrators, successors, and assigns.

9. The Contract may not be amended or modified without the signed, written consent of both parties.

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IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in ____ (number of copies) each of which shall be deemed an original on the date first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS:

CONTRACTOR

Signature

Printed Name

Title

Date

(SEAL)

ATTEST:

OWNER

Clerk of Sussex County Council

President, Sussex County Council

Date

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SECTION 00710

GENERAL CONDITIONS

1 DEFINITION OF TERMS

Whenever the following terms are used in the Contract Documents, their intent and meaning shall be interpreted as follows:

ADDENDA: Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the Bidding Documents.

AGREEMENT: The written contract between Owner and Contractor covering Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof.

APPLICATION FOR PAYMENT: The form accepted by Engineer which is to be used by Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

BID: The offer by Bidder submitted setting forth the prices for Work to be performed and including all other forms and submissions as required herein.

BIDDING DOCUMENTS: The Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form and proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

BID BOND: The security designated in the proposed Contract Documents to be furnished by the Bidder as guaranty of good faith to enter into a Contract with Sussex County, if Work to be performed or materials to be furnished, is awarded to him/her.

CHANGE ORDER: A written order to Contractor signed by Owner authorizing an addition, deletion or revision of Work, or adjustment of Contract Price or Contract Time issued on or after the Effective Date of the Agreement.

CONSULTING ENGINEER OR ARCHITECT: The Engineer or Architect firm under contract with Owner to provide engineering and/or architectural services with respect to the Work.

CONTRACT DOCUMENTS OR CONTRACT: The entire written agreement covering Work to be performed. The awarded contract shall include all plans, specifications, and other documents as specified in the Agreement and incorporated herein by reference.

CONTRACT PRICE: The moneys payable by Owner to Contractor for completion of the actual quantities of Work in accordance with the Contract Documents.

CONTRACT TIME: The number of consecutive calendar days or the dates, as stated in the Agreement, to achieve Substantial Completion, and to complete Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

CONTRACTOR: The person, firm or corporation with whom Owner has entered into the agreement.

COUNTY: Sussex County, a political subdivision of the State of Delaware.

DEFECTIVE: An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.

ENGINEER: The Sussex County Engineer or authorized representative.

FIELD ORDER: A written order issued by the Engineer which orders minor changes of the Work but does not involve a change in Contract Price or Contract Time.

INSPECTOR: An authorized agent of Engineer assigned to inspect any feature of materials or Work involved in this Contract.

INVITATION TO BID OR ADVERTISEMENT FOR BIDS: The public announcement, as required by law, that Owner is soliciting Bids for Work to be performed and/or materials or equipment to be furnished.

OWNER: Sussex County, a political subdivision of the State of Delaware.

PAYMENT BOND: The approved form of security furnished by Contractor and his/her Surety as guaranty that all bills and accounts for materials and labor used in performance of the Work will be paid in full.

PERFORMANCE BOND: The approved form of security furnished by the Contractor and his/her Surety as guaranty by the Contractor to execute the Work in accordance with the Contract Documents.

PROJECT: The furnishing of the Work, including all labor, materials and supplies, as described in the Contract Documents.

SITE: The location of where the Work is to occur.

SUPPLEMENTARY OR SPECIAL CONDITIONS: Modify the General Conditions and are specific clauses setting forth conditions or requirements peculiar to this Contract.

SUBSTANTIAL COMPLETION: Work has progressed to a point where, in the opinion of Engineer as evidenced by a letter of acceptance from Engineer, Work is complete, as required by the Contract Documents.

SURETY: The corporation, partnership, or individual, other than Contractor, executing Payment or Performance Bonds or Letters of Credit, if applicable, which are furnished to Owner by Contractor.

UNCONDITIONAL WARRANTY: Contractor will warrant that its products will be free from defects in workmanship and material as stated in the Agreement and as prescribed herein.

WORK: The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations as required by the Contract Documents.

2. GENERAL

- 2.1 Contractor shall strictly comply with all Federal, State, County, or municipal laws, regulations and policies in any manner affecting the conduct or performance of the Work.
- 2.2 If the requirements of these Contract Documents conflict with the governing laws, policies, and regulations, then the more stringent of the two shall apply.
- 2.3 All necessary permits and licenses required by local, State, or Federal laws shall be provided by Contractor at its own expense, unless Owner has issued a written notice of intent to obtain same.
- 2.4 Contractor shall not award Work to subcontractor(s), in excess of Contract Price percentage defined in Bid Form, without prior written approval of the Engineer. The Owner retains sole discretion in acceptance or objection of subcontractors.
- 2.5 Prior to the preconstruction conference, Contractor shall submit to Owner for review, a project-specific safety plan addressing the intended program for maintaining safety in accordance with all safety requirements. Contractor shall review the tenets of this safety program with Owner (and Consulting Engineer if applicable) at the preconstruction conference, and Contractor shall review the program status at each progress meeting.

- 2.6 Before any Work at the Site is started, a pre-construction conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss work schedules, processing Applications for Payment, maintaining required records, and any other relevant topics related to the Work.
- 2.8 No Work shall be done at the Site prior to the date on which the Contract Time commences to run as indicated in the Notice to Proceed
- 2.9 WORKING HOURS: Working hours are restricted to the hours of 8:00 a.m. to 1:00 p.m., Monday through Friday. Work outside these hours must be approved in advance by the Engineer. See Summary of Work (Section 01010) for specific hauling hours.
- 2.10 In case of an emergency which may require that work be done on Saturdays, Sundays, holidays or longer than nine (9) hours per day, the Contractor shall request prior permission in writing. If in the opinion of the Engineer the emergency is bona fide, he will grant permission to work such hours as may be necessary. If in the opinion of the Engineer a bona fide emergency exists, the Contractor may be directed to work such hours as necessary whether or not permission is requested.
- 2.11 LEGAL HOLIDAYS: Contractor will not be permitted to work on Saturdays, Sundays, or holidays observed by Owner. Holidays observed by Owner are as follows:
- | | |
|------------------------|------------------------------|
| New Year's Day | Martin Luther King, Jr., Day |
| Good Friday | Memorial Day |
| Independence Day | Labor Day |
| Election Day | Return Day |
| Veterans Day | Thanksgiving Day |
| Day after Thanksgiving | Christmas Eve OR |
| Christmas Day | the day after Christmas |
- 2.12 DRUG TESTING REQUIREMENTS: Contractor shall comply with State Drug Testing requirements. Please see ATTACHMENT A for testing requirements. As required therein, Contractor must submit the required forms with its Bid and the required reporting forms to Owner throughout the Contract.

3. CONTRACTOR'S RESPONSIBILITIES

- 3.1 CONTRACTOR ADDRESS: The address given in the Bid is hereby designated as the legal address of Contractor. Such address may be changed at any time, but a written notice must be delivered to the Engineer. The hand delivering at such legal address or the depositing in any post office, by US First Class Mail directed to the above mentioned address of any notice, letter and other communication to Contractor, shall be deemed to be a legal and sufficient service thereof upon Contractor.
- 3.2 CONTRACTOR'S REPRESENTATIVES: Contractor shall assign a "Contract Manager" to this Project, who shall give the Work his or her constant attention to facilitate the progress thereof and shall cooperate with Owner.

The Contractor shall also provide and maintain an emergency phone number where the Contractor can be reached at all times. This number shall be provided to the

Owner prior to the start of construction.

3.3 COOPERATION BETWEEN CONTRACTORS: Owner reserves the right to contract for and perform other or additional work on or near the Work covered by this contract.

- A. When separate contracts are let within the limits of any one project, Contractor shall conduct its work so as not to interfere with or hinder the progress of completion of the work being performed by other contractors. Contractors working on the same project or Site shall cooperate with each other to the maximum extent feasible to avoid conflicts and all conflicts shall be brought to the Engineer's attention as soon as possible.
- B. Each Contractor involved shall assume all liability, financial or otherwise, in connection with his/her contract and shall release, protect and save harmless Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by Contractor because of the presence and operations of other Contractors working within the limits of the same project.
- C. Contractor shall arrange the Work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project. Contractor shall join his/her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

3.4 PROTECTION OF PROPERTY:

- A. Contractor shall be responsible for the preservation of all public and private property and shall protect carefully from disturbance or damage of all land, monuments, and property markers and shall not disturb them until directed by Engineer. This section also applies to existing utilities, public and private, overhead, surface and underground.
- B. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of Work, or in consequence of the non-execution thereof by Contractor, Contractor, if requested by Owner, shall immediately contact the affected parties and shall take necessary action to maintain the safety and welfare of the public and to prevent further damage. Contractor shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done. Contractor shall be solely responsible for any such damages or injuries.

3.5 SAFETY:

- A. Contractor shall be exclusively responsible for the safety of persons on and around the work site and shall erect and maintain all necessary barricades for such protection.
- B. **SAFETY GUIDELINES:** All Work shall comply with any and all Federal, State and local laws, regulations and ordinances to include but not be limited to the requirements set forth in OSHA Standard 29 CFR 1926 Subpart M, Fall Protection and 1926.500 through 1926.503.

- C. **SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION:** In order to protect the lives and health of his employees under the Contract, the Contractor shall comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act, as amended, commonly known as the "Construction Safety Act" as pertains to health and safety standards; and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract.
- D. Contractor alone shall be responsible for the safety, the adequacy of Contractor's Work, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation. Contractor will comply, within the prices bid and without extra cost to Owner, with all safety regulations or determinations issued by any agency of the Federal government including OSHA, the state in which the Work is performed, and the Engineer.
- E. **PUBLIC CONVENIENCE AND SAFETY:** Contractor shall conduct the Work in a manner that will minimize obstruction to vehicle and pedestrian traffic in area. The safety and convenience of the general public and of the residents and occupants of property along and adjacent to the Work shall be provided in an adequate and satisfactory manner. Footways and roads shall not be obstructed more than absolutely necessary, and in no case shall thoroughfares be closed without applicable permissions of the Delaware Department of Transportation.
- F. Fire hydrants on or adjacent to the Work shall be kept accessible to fire equipment at all times, and no obstructions shall be placed within 15 feet of a hydrant.

3.6 RESPONSIBILITY FOR WORK:

- A. Contractor shall take every precaution against the destruction of, injury, or damage to the Work or to any part thereof from any other cause whatsoever. Contractor shall rebuild, repair, restore, and make good, at his own expense, all destruction of, injuries, or damage to the Work.
- B. No inspection or supervision, no failure to inspect or supervise, nor the pressure of any employees of the Engineer during the execution of the Work, and no approval or acceptance of any part of the Work herein contracted for, or of the materials and equipment used therein, shall relieve Contractor of any of its obligations to fulfill the Contract.

3.7 LIABILITY OF CONTRACTOR: It is understood and agreed that any and all of the duties, liabilities and/or obligations imposed upon or assumed by Contractor by or under the Contract Documents, shall be taken and construed to be cumulative, and that the mention of any specific duty, liability or obligation imposed upon or assumed by the Contractor under the Contract Documents shall not be taken or construed as a limitation or restriction upon any or all of the other duties, liabilities and/or obligations imposed upon or assumed by Contractor.

3.8 SERVICES, MATERIALS AND EQUIPMENT:

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide

and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, startup and completion of the work.

4. AUTHORITY OF ENGINEER

- 4.1 Engineer shall act as intermediary in all questions arising under the terms of this Contract between the parties hereto. For questions concerning interpretation of Contract Documents, acceptability of Work, classification, quality and quantity of materials, and determination of payments, the decision of the Engineer shall be final and binding.

5. WARRANTY AND MAINTENANCE SERVICE

- 5.1 There is no warranty period for this project.

6. GENERAL INSURANCE REQUIREMENTS

- 6.1 All required insurance coverages and bonds must be underwritten by insurers and sureties allowed to do business in the state of Delaware and acceptable to Owner. The insurers and sureties must have a Best's Financial Strength Rating of "A -" or better, and a Financial Size Category of "Class VII" or higher, unless Owner grants specific written approval for an exception.
- 6.2 Contractor shall not commence Work under the Agreement until Contractor has obtained, at Contractor's own expense, all required insurance and such insurance has been approved by Owner. Subcontractors shall not commence Work under any subcontract until all required insurance has been obtained at subcontractor's expense and approved by Owner. Approval of required insurance for Contractor and subcontractors will be granted only after submission to Owner of original certificates of insurance and required endorsements, evidencing the required insurance, signed by authorized representatives of the insurers or, at Owner's request, certified copies of the required insurance policies.
- 6.3 Before any Work at the Site is started, Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract Documents, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor is required to purchase and maintain in accordance with the provisions addressing insurance herein.
- 6.4 Contractor shall require all subcontractors to maintain during the term of the Agreement commercial general liability insurance, business auto liability insurance and workers' compensation and employers' liability insurance to the same extent required of Contractor. Contractor shall furnish subcontractors' certificates of insurance to Owner immediately upon request.
- 6.5 All required insurance policies shall be endorsed to provide that the policy is not subject to cancellation until thirty (30) days prior written notice has been given to Owner (not less than ten (10) days' notice is required for non-payment of premium).

Therefore, a copy of the endorsements to the required insurance policies that confirm the insurer is obligated to send notice to Owner as required herein, must accompany all certificates of insurance.

- 6.6 No acceptance and/or approval of any insurance by Owner shall be construed as relieving or excusing Contractor, or the surety, or its bonds, from any liability or obligation imposed upon either or both of them by the provisions of the Agreement. Nothing herein shall be construed as permitting Contractor or subcontractors to allow required insurance coverage to lapse.
- 6.7 If Contractor fails to provide evidence of required insurance, Owner shall be permitted, without prejudice to any other right or remedy, to obtain equivalent insurance to protect Owner's interests, at the expense of Contractor and a change order shall be issued to adjust the Contract Price accordingly.
- 6.8 Any deductibles or retentions of \$5,000 or greater shall be disclosed by Contractor and are subject to Owner's written approval. Any deductible or retention amounts elected by Contractor or its subcontractors or imposed by Contractor's or subcontractor's insurer(s) shall be the sole responsibility of Contractor and are not chargeable as expenses.
- 6.9 If Owner is damaged by the failure or neglect of Contractor to purchase and maintain required insurance, then Contractor shall bear all reasonable costs properly attributable thereto.

7. CONTRACTOR'S LIABILITY INSURANCE

7.1 Contractor shall purchase the following liability insurance coverages for not less than the limits specified below or required by law, whichever is greater:

- A. **Commercial general liability insurance** that insures against bodily injury, property damage, personal and advertising injury claims arising out of or in connection with any operations or Work under the Agreement, whether such operations are by Contractor, its employees or subcontractors or their employees. The minimum limits of liability for this insurance are as follows:

\$1,000,000 combined single limit - each occurrence;
\$1,000,000 personal and advertising injury;
\$2,000,000 combined single limit - general aggregate; and
\$2,000,000 combined single limit - products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- (1) The general aggregate limit shall apply per project;
- (2) Liability arising from premises and operations;
- (3) Liability arising from the actions of subcontractors;
- (4) Liability arising from products and completed operations with such coverage to be maintained for three years after Substantial Completion of the Work;
- (5) Contractual liability including protection for Contractor from bodily injury and property damage claims assumed under the Agreement;

- (6) Liability arising from the explosion, collapse and underground (XCU) hazards;
- (7) Additional insured endorsements that name Owner and its elected and appointed officials, officers, directors, employees, agents, consultants, that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 and CG 20 37 10 (together) or their equivalent;
- (8) ISO Endorsement CG 20 01 04 "Primary and Noncontributory – Other Insurance Condition" or its equivalent; and
- (9) Endorsement naming Owner and its elected and appointed officials, officers, directors, employees, agents, consultants and Engineer on ISO Endorsement CG 24 04 Waiver of Transfer of Rights of Recovery" or its equivalent.

Additional insured endorsements shall include coverage for Owner for Owner's general supervision of the Work. A copy of the additional insured endorsements(s) referenced in numbers 7, 8 and 9 above that evidence the required additional insured status must accompany any certificate of insurance provided to Owner.

- B. Business auto liability insurance** with a minimum combined single limit of \$1,000,000 per accident and including coverage for bodily injury and property damage claims arising out of:
 - 1. The maintenance, use or operation of any auto; and
 - 2. Contractual liability including protection for Contractor from bodily injury and property damage claims assumed under the Agreement.
- C. Workers compensation insurance** with statutory benefits as required by any state or Federal law, including standard "other states" coverage and **employers' liability insurance** with minimum limits of:
 - \$500,000 each accident for bodily injury by accident;
 - \$500,000 each employee for bodily injury by disease; and
 - \$500,000 policy limit for bodily injury by disease.

The minimum limits may be satisfied with a combination of employers' liability and umbrella excess liability insurance. This insurance shall include DCRB form WC 00 03 13 "Waiver of Our Right of Recovery from Others Endorsement", or its equivalent naming Owner and its elected or appointed officials, officers, directors, employees, agents, and consultants on the schedule therein. A copy of this endorsement must accompany any certificate of insurance provided to Owner.

- D. Umbrella excess liability or excess liability insurance** with minimum limits of:
 - \$2,000,000 combined single limit - each occurrence;
 - \$2,000,000 combined single limit - aggregate other than products/completed operations and auto liability; and
 - \$2,000,000 combined single limit - products/completed operations aggregate.
 This insurance shall include all of the following coverages on the applicable schedule of underlying insurance:
 - (1) Commercial general liability;
 - (2) Business auto liability; and
 - (3) Employers' liability.

This insurance shall afford insured status to all individuals and entities required to be insured's on underlying insurance, to the same extent as the underlying insurance.

- 7.2 Insurance provided to Owner and its elected or appointed officials, officers, directors, employees, agents, and consultants under Contractor's or subcontractor's liability insurance required herein, including, but not limited to, umbrella and/or excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance. Any cross suits, cross liability or insured versus insured exclusion shall be deleted from Contractor's and subcontractor's liability insurance policies required herein.
- 7.3 If any liability insurance purchased by Contractor or by any subcontractor has been issued on a "claims made" basis, Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included remain the same. Contractor (or subcontractor) must either:
- A. Agree to provide certificates of insurance to Owner evidencing the above coverages for a period of three years after Substantial Completion. Such certificates shall evidence a retroactive date no later than the beginning of any Work under the Agreement; or
 - B. Purchase an extended (minimum three years) reporting period endorsement for each such "claims made" policy in force as of the date of Substantial Completion and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the beginning of any Work under the Agreement.

8. BUILDER'S RISK

- 8.1 No Builder's Risk Insurance is required.

9. CONTRACTOR'S PROPERTY INSURANCE

- 9.1 Contractor shall be responsible for loss of or damage to property, equipment and/or materials, including the Work, owned by Contractor or any subcontractors or their respective officers, directors, partners or employees or for which they are legally liable. Contractor or any subcontractors may purchase insurance to protect their interests for such property.
- 9.2 To the fullest extent permitted by law, Contractor shall waive all rights against Owner and its elected or appointed officials, officers, directors, employees, agents, and consultants, for loss of or damage to Contractor's property, equipment and materials (including any consequential loss of income or extra expense⁰). Contractor shall also require that subcontractors also waive all rights against Owner and its elected or appointed officials, officers, directors, employees, agents, and consultants for loss of or damage to subcontractor's property, equipment and materials in all subcontract agreements. Any insurance policies maintained by Contractor and any subcontractors shall permit such waivers of subrogation by

endorsement or otherwise.

10. INDEMNIFICATION

- 10.1 To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Owner, Engineer (and Consulting Engineer or Architect when designated), and the elected and appointed officials, officers, directors, partners, employees, agents, and other consultants of each and any of them from all claims, costs, losses, or damages (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom but only to the extent caused in whole or in part by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable. Contractor shall be liable, regardless of whether or not such claims, damages, losses, injuries, or expenses are caused in part by a party indemnified hereunder.
- 10.2 In any and all claims against Owner or Engineer (and Consulting Engineer or Architect when designated) or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- 10.3 The indemnification obligations of Contractor shall not extend to the liability of the Consulting Engineer or Architect (when designated) and Consulting Engineer or Architect's officers, directors, partners, employees, agents, consultants and subcontractors arising out of the rendering or failure to render any professional services, including: 1) the preparing, approving, or the failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, Change Orders, drawings and specifications; or 2) supervisory, inspection, architectural or engineering activities.
- 10.4 Contractor agrees to expressly waive its immunity, if any, as a complying employer under the Workers' Compensation law or statute, but only to the extent that such immunity would bar or affect recovery under or enforcement of any indemnification obligation contained herein. This waiver applies to Title 19, Chapter 23 of the Delaware Code, including amendments, or any other applicable state Workers' Compensation law or statute.

11. PAYMENT PROCEDURES

- 11.1 Applications for Payment may be made no more than once monthly.

- A. Contractor will submit two (2) executed copies of any payment request to the Engineer. Owner will have beginning on that date, thirty (30) calendar days to review the monthly payment request and process for payment. In the event the 30th day is a weekend or County holiday, payment can be expected on the previous working day. Upon receipt of the check, Owner will notify Contractor by telephone that the check is ready for pickup and delivery.
 - B. If Owner does not approve the payment request, a copy will be returned to the Contractor for revision. After the Contractor makes the necessary revisions, Contractor shall resubmit the fully executed monthly payment request and upon receipt by Owner, the 30-calendar day payment process will begin.
 - C. Each request for payment shall describe the specific labor and materials used in the Work performed in accordance with the Contract during the preceding month and the value thereof calculated at the unit prices in the Bid Form. Each request for payment shall contain supporting invoices for materials, rentals, services, or other items that are not included in the Bid prices.
 - D. Payment for the Work will be made at the unit prices bid.
 - E. No Retainage will be withheld.
- 11.2 Payments may be withheld at any time if the Work is not proceeding in accordance with Contract Documents or Engineer's instructions thereunder.
- 11.3 LAST PAYMENT TO TERMINATE LIABILITY OF OWNER: The acceptance by Contractor of the final payment owed pursuant to the Contract shall operate as, and be a release to Owner and every employee, official, and agent thereof from all claims and liabilities to Contractor for anything related to the Work, or for any act of neglect of Owner or of any persons relating to or affecting this Work.

12. CHANGE ORDERS

12.1 Change of Contract Price or Time

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price by Contractor shall be subject to the provisions of the Contract Documents. Contractor shall submit written notice to the Engineer in the event of a claim for a change to Contract Price or Contract Time.
- B. If approved by Owner, the value of the Work covered by Change Order will be determined by the unit prices contained in the Contract documents, or by a mutually agreed lump sum.

13. CLAIMS FOR ADJUSTMENTS AND DISPUTES

- 13.1 If for any reason Contractor believes that additional compensation is due to Contractor for work or materials not clearly provided for in the Contract Documents or previously authorized as extra work, Contractor shall notify the Engineer in writing of the intention to claim such additional compensation before Contractor begins the work on which Contractor bases the claim. If such prior notification is not given or the Engineer is not

afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then Contractor hereby agrees to waive any claim for such additional compensation. Such notice by Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, Contractor shall, within 10 calendar days, submit a written claim to the Engineer for consideration in accordance with this Contract and/or local laws or ordinances. Such request shall be approved or denied in Owner's sole discretion.

13.2 Nothing in this section shall be construed as a waiver of Contractor's right to dispute final payment based on differences in measurements or computations.

14. OWNER MAY INCREASE AND DECREASE QUANTITIES

14.1 Owner reserves the right to increase and decrease the amount or quantity of unit price items included in the Bid wherever Owner deems it advisable or necessary to do so and such increase or decrease shall in no way violate the Contract.

14.2 Contractor will be paid for the actual amount of quantity of authorized Work performed or materials furnished under any unit price item of the Bid, at the unit prices bid and stipulated for such item. In case the amount or quantity of any item is increased as above provided, Contractor shall not be entitled to any damages or increased compensation over and above the price bid for such items, and in case the amount or quantity of any item is diminished as above provided, Contractor shall not have any claim for damages due to loss of anticipated profits or otherwise because of such diminution.

14.3 Should any items contained in the Bid be found unnecessary for the proper completion of the Work, Owner may, upon written order to Contractor, eliminate such items from the Contract and such action shall in no way invalidate the Contract and no allowance will be made for the items so eliminated.

END OF SECTION

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Project Name: Sludge Hauling Support
- B. Sussex County Project ID: Sussex County Project RFP 25-44
- C. Collection Locations:
 - a. Seaford Wastewater Treatment Plant (WWTP):
 - i. Address: 403 Nanticoke Ave, Seaford, DE 19973.
 - ii. Frequency: Typically requires 3 to 4 Sludge Hauling operations per week.
 - b. Rehoboth Beach Wastewater Treatment Plant (WWTP):
 - i. Address: 2-12 Bay Rd, Rehoboth Beach, DE 19971.
 - ii. Frequency: Typically requires 2 to 3 Sludge Hauling operations per week.
 - c. Inland Bays Regional Wastewater Facility (IBRWF):
 - i. Address: 29445 Inland Bay Road, Millsboro, DE 19966.
 - ii. Frequency: Sussex County Staff will typically haul this sludge material. Contractor may be requested to haul sludge material from this location on an occasional as needed basis for backup.
 - iii. Liquid Hauling: Contractor may be requested to haul liquid (4% Max. solids) from this facility on an occasional as needed basis.
 - d. South Coastal Regional Wastewater Facility (SCRWF):
 - i. Address: 33711 South Coastal Lane, Frankford, DE 19945.
 - ii. Frequency: Sussex County Staff will typically haul this sludge material. Contractor may be requested to haul sludge material from this location on an occasional as needed basis for backup.
 - e. Georgetown Wastewater Treatment Plant:
 - i. Address: 21216 Treatment Plant Lane, Georgetown, DE 19947.
 - ii. Liquid Hauling: Contractor may be requested to haul liquid (4% Max. solids) from this facility on an occasional as needed basis.
- D. Sludge Disposal Location & Tipping Fee:
 - a. Delaware Solid Waste Authority (DSWA), Jones Crossroads Landfill:
 - i. Address: 28560 Landfill Lane, Georgetown, DE 19947.
 - ii. All sludge material will be exclusively hauled to the DSWA Jones Crossroads Landfill.
 - iii. The County will pay all associated tipping fees directly to DSWA. The Contractor will not be responsible for paying tipping fees to DSWA.

- E. Project Scope of Work: The Work consists of providing equipment and personnel for the purpose of providing sludge hauling and liquid hauling support services in Sussex County, Delaware.
- F. Project Work Limits: All Work will occur within the boundaries of Sussex County, Delaware.
- G. Sussex County Primary Point of Contact:
 - a. Bidding: Assistant County Engineer, Paul Mauser.
 - b. Hauling Services & Primary Point of Contact: Director of Environmental Services, Parker Burdell.
- H. Project Documents:
 - a. The County will provide the Successful Vendor with a copy of the County's Special Waste Permit.
 - b. The County will provide the Successful Vendor with a copy of the "County Authorization Letter" for IBRWF & SCRWF.
- I. Contract Renewal: The Contract shall be valid for 365 calendar days from the date the Contract is fully executed. By mutual consent, the Contract may be renewed for one (1) additional year under the same terms and conditions. Said extension must be requested in writing by either the Owner or Contractor and shall be initiated at least ninety (90) days prior to the termination of the current agreement.
- J. Sludge Material to be Hauled:
 - a. The sludge material to be hauled is 16% to 20% solids.
 - b. Material is being sourced from wastewater treatment plants thus is human biosolids.
 - c. DNREC classifies biosolids as a non-hazardous waste.
- K. Liquid Material to be Hauled:
 - a. The liquid material to be hauled will be pumped into the Contractor's tanker truck.
 - b. The Contractor will be responsible for hauling the liquid material to the South Coastal Regional Wastewater Facility (SCRWF) and pumping the liquid material into one of the sludge lagoons.
 - c. The liquid material is 4% Max solids.

1.2 GENERAL REQUIREMENTS

- A. Delaware Department of Natural Resources and Environmental Control (DNREC) Class F – Liquid Waste Hauler: All drivers hauling sludge must have DNREC Class F license. DNREC's list of Class F Licensees may be found at the link below:

https://data.delaware.gov/Energy-and-Environment/Class-F-Liquid-Waste-Licensees-Based-on-Licensed-O/m69e-cqtm/data_preview

- B. DNREC Non-Hazardous Liquid Waste Transporter Permit: The Contractor will be required to obtain this permit. A copy of this permit must be maintained in the vehicle at all times when completing hauling operations under this project.
<https://dnrec.delaware.gov/water/commercial-government/transporters/>
- C. Prevailing Wage / Davis-Bacon Wage Rates: Prevailing Wage and Davis-Bacon Wage Rates do NOT apply to this project.
- D. Contractor's Required Hauling Equipment:
 - a. Seaford WWTP & Rehoboth Beach WWTP Sludge Hauling: Contractor must utilize a Roll-Off Truck capable of hauling 30 Cubic Yard containers.
 - b. IBRWF & SCRWF Sludge Hauling: Contractor must utilize a tandem dump truck with a sealed steel tailgate. County Staff will load the Contractor's dump trucks on-site with the County's front loader.
 - c. IBRWF & Georgetown WWTP: Occasional hauling of 4% Max solids may be needed and would require a tanker truck. The tanker truck is required to have a minimum capacity of 5,500 Gallons.
- E. Damages to Hauling Equipment:
 - a. The County is not responsible for and will not provide reimbursement or compensation for damages occurring to the Contractor's equipment as a result of work completed for this project.
 - b. The County is specifically not responsible for and will not provide reimbursement for flat tires as a result of performing work under this Contract.
- F. Personal Protective Equipment (PPE): The Contractor is responsible for supplying all necessary PPE for the Contractor's staff performing the work.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

- 3.1 Preparation/ Filling of Containers:
 - a. Seaford WWTP & Rehoboth Beach WWTP Sludge Hauling: The 30 Cubic Yard containers (i.e. "the can") will be filled with sludge material by Others

(i.e. by the respective wastewater treatment plant staff) and will be prepared for the Contractor to pick up the container and haul the sludge material to the designated location. The Contractor will be responsible for connecting to and hauling away the individual 30 CY roll-off containers. The 30 CY roll-off containers will typically be half-full due to weight restrictions. Upon completion of dumping the roll-off container at the DSWA Jones Crossroads Landfill, the Contractor is required to return the roll-off container to the respective WWTP.

- b. IBRWF & SCRWF Sludge Hauling: County Staff will load the Contractor's dump trucks on-site with the County's front loader.
 - c. IBRWF & Georgetown WWTP Liquid Hauling (4% Max solids): The Contractor's tanker truck will be filled with the 4% Max solids by Others (i.e. by the respective wastewater treatment plant staff). The Contractor will be required to haul the liquid to the South Coastal Regional Wastewater Facility and pump into one of the sludge lagoons. The tanker truck is planned to be filled to a capacity of 5,500 Gallons.
- 3.2 Timing of Hauling of Material:
- a. The individual wastewater treatment plants typically have the sludge material ready for hauling by 8:00 AM on a daily basis.
 - b. DSWA: DSWA requires that all sludge material is delivered to the noted facility by 1:00 PM on a daily basis.
- 3.3 Sequence for Providing Hauling Services:
- a. Sussex County Staff will initiate any and all requests for hauling services from the Contractor on an as-needed basis. This request is expected to be provided on a weekly basis.
 - b. Sussex County will notify the Contractor of the wastewater treatment plants that require hauling services, what type of hauling services are requested, and the quantity of loads.
 - c. The Contractor will provide the hauling services per the Bid Documents.
- 3.4 Core Hours: Hauling Services are to be provided between the hours of 8:00am to 5:00pm, Monday through Friday.
- 3.5 Night, Weekend, Holiday, and Emergency Work: Not needed as part of this project, work will take place during routine working hours.
- 3.6 Damages by Contractor: Any damages to existing items including mailboxes, signs, posts, etc. caused by the Contractor's maintenance of traffic setup and operations shall be repaired/restored to match existing conditions at the Contractor's expense.

END OF SECTION 01010

SECTION 01130

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 GENERAL

- A. The Contractor shall receive and accept the compensation provided in the Bid Form and the Agreement as full payment for furnishing all labor, materials, tools, equipment and services for performing all operations necessary to complete the Work under the Contract, and also in full payment for all loss or damages arising from the nature of the Work or from action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the final acceptance by the Owner.
- B. The prices stated in the Bid Form include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, together with any and all other costs and expenses for performing and completing the Work prescribed in the Contract Documents and specified herein. The basis of payment for an item at the unit price or lump sum price shown in the Bid Form shall be in accordance with the description of that item in this section.
- C. Quantities listed on the Bid Form are estimated quantities, to be used for evaluation of bids and award of the contract. These quantities are not limiting. The Owner reserves the right to increase or decrease the quantities as necessary during the progress of the work. Payment will be based on actual quantities provided and accepted.
- D. Annual Price Escalation Allowance: The Unit Prices may be adjusted annually to reflect equitable changes in the compensation payable to the Contractor. The Contractor may submit the requested price adjustments on an annual basis, starting 1 year after the date of the Contract execution. The price adjustments must be approved by the County Engineer.
- E. Alterations
 - 1. Increase or Decrease of Quantities:
 - a. The Engineer reserves the right to increase or decrease the quantity of services to be furnished or work to be done under the Contract whenever he deems it advisable or necessary. Such increase or decrease shall in no way violate or invalidate the Contract.
 - b. Should any items contained in the Bid Form be found unnecessary for the proper completion of the Work, Owner may, upon written order to Contractor, eliminate such items from the Contract and such action shall

in no way invalidate the Contract and no allowance will be made for the items so eliminated.

1.02 MEASUREMENT

- A. The quantities for payment under this Contract shall be determined by actual loads hauled in accordance with the Contract Documents.

1.03 PAYMENT

- A. Payments during the course of the Work for unit price items will be made on the basis of actual amount of loads hauled at the end of the pay period.

1.04 UNIT PRICE ITEMS

Items A1 to A6: Hauling Services

1. Work under these items will be paid for per each load successfully hauled in accordance with the Contract Documents.
2. Price and payment will constitute full compensation for all labor, equipment, and tools necessary to successfully haul each load in accordance with the Contract Documents.
3. Work under this item also includes any incidental costs that may arise as a result of the Contractor performing work under this Contract, to include hauling permits, hauling licenses, and damages to Contractor's equipment.

PART II - PRODUCTS (Not Used)

PART III - EXECUTION (Not Used)

END OF SECTION 01130