

ADDENDUM No. 1

**REMOVAL & DISPOSAL OF SLUDGE CAKE
FROM
CITY OF BEACON WASTEWATER TREATMENT FACILITY**

**Contract Documents
&
Technical Specifications**

**CITY OF BEACON
DUTCHESS COUNTY, NEW YORK**

COB Bid No. 2026-002

**Consulting Engineers
Lanc & Tully
Engineering and Surveying, D.P.C.
P.O. Box 687
*Goshen, NY 10924***



April 9, 2026

*** **NOTICE TO BIDDERS** ***

The following Addendum No. 1 to the Contract Documents, Technical Specifications, and Drawings for ***Removal & Disposal of Sludge Cake from City of Beacon Wastewater Treatment Facility*** supersedes contained specified items only to the extent listed and/or shown on drawings herein or contained within the contract documents.

Such additions and/or deletions should be considered by all Bidders in preparation of their initial bids for proposed project and shall not be used as a basis for later claims for extra compensation.

Contractor shall mark on Page C-1 of the contract the date this addendum was received.

- I. The following are modifications to the Contract Documents:
 - The original bid opening date of Tuesday April 14th, 2026, is being extended by two (2) days. The new bid opening date, for the above referenced project, shall be Thursday April 16, 2026, at 10:00 a.m. The location of the opening shall remain the same as noted in the original Advertisement for Bids.
 - Original Page C-3 shall be deleted in its entirety and replaced with the attached Page C-3 that is noted as being revised April 9, 2026.
 - Original Page F-1 shall be deleted in its entirety and replace with the attached Page F-1 that is noted as being revised April 9, 2026.

BID FORM - continued

REMOVAL & DISPOSAL OF SLUDGE CAKE FROM
CITY OF BEACON WASTEWATER TREATMENT FACILITY

Three (3) Year Agreement:

Base Price per wet ton \$ _____ (1st Year)

(in words)

Fuel Correction:

Contractor may assess a fee (the "Fuel Adjustor") on a monthly basis to cover increases/decreases in Contractor's costs caused by increases/decreases in the cost of diesel fuel over a floor price of \$5.00 per gallon (the "Floor Price") based on the listed average price for diesel fuel for the month of service, as set forth on the *EIA Retail on Highway Diesel Prices index for New England PADD 1A* (the "Index"). Each month Contractor will assess a Fuel Adjustor to be applied to the per wet ton price. The Service Month Index Price can be located on the internet at the following web site:

https://www.eia.gov/dnav/pet/pet_pri_gnd_dcusr1x_m.htm

The calculation for adjustment is as follows:

$Adjustment = [((Monthly\ Index\ Price / \$5.00) \times 0.09) \times Base\ Price\ per\ wet\ ton] - (Base\ Price\ per\ wet\ ton \times 0.09)$

- \$5.00 value represents the Floor Price for Diesel Fuel per gallon
- 9% (0.09) value represents the Factor for all destinations contemplated in the scope of services

The following unit price increases for Years 2 and 3 shall be as follows:

- 2nd Year - The unit price to be paid the 2nd year per wet ton will be based upon the 1st year unit price increased by the [Consumer Price Index \(CPI\) price minus 10%](http://www.bls.gov/news.release/cpi.t02.htm) for "Water and sewer and trash collection services" as found in "Table 2. Consumer Price Index for All Urban Consumers" as issued by the U.S. Bureau of Labor Statistics and found at www.bls.gov/news.release/cpi.t02.htm
- 3rd Year - The unit price to be paid the 3rd year per wet ton will be based upon the 2nd year unit price increased by the [Consumer Price Index \(CPI\) price minus 10%](http://www.bls.gov/news.release/cpi.t02.htm) for "Water and sewer and trash collection services" as found in "Table 2. Consumer Price Index for All Urban Consumers" as issued by the U.S. Bureau of Labor Statistics and found at www.bls.gov/news.release/cpi.t02.htm

AGREEMENT

THIS AGREEMENT, made this the _____ day of _____, 2026 by and between City of Beacon acting herein through its City Administrator, hereinafter called "CITY" and _____, an individual, doing business as a partnership, a corporation of the City of _____, County of _____, State of _____, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the CITY, the CONTRACTOR hereby agrees with the CITY for: **Removal & Disposal of Sludge Cake from City of Beacon Wastewater Treatment Facility** for a 3-year term, hereinafter called the project, for a base price per wet ton of:

_____ (\$ _____) per wet ton for the 1st year, allowing for a monthly Fuel Adjustment as outlined in the Bid Form, and thereafter with the per wet ton price increasing annually by the "Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection" minus 10% over the next two (2) years, with a monthly Fuel Adjustment, at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, tipping fees, and other accessories and services necessary to complete the work in accordance with the conditions and prices stated in the Bid Form, Advertisement for Bids, the Information for Bidders, Supplemental Conditions, and printed or written explanatory matter thereof, the specifications and contract documents therefor as prepared by Lanc & Tully Engineering and Surveying, D.P.C., herein after called "ENGINEER", all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR will remove and dispose all of the sewage sludge cake removed from the City's sewage treatment plant on a regular basis as indicated in the Technical Specifications and as directed by the City.

The City will pay Contractor per wet ton of sludge cake removed from the City and to dispose of same. The Contractor will invoice the City monthly by submitting a voucher as required by the City's Finance Department.

The Contractor shall be solely responsible and liable for the disposal of said sewage sludge cake in an approved location, which shall be selected by the Contractor.

This agreement shall remain in effect until terminated by the mutual consent of the parties. The City, however, retains the right to terminate this agreement upon 15 days notice to Contractor, upon evidence of inadequate performance by the Contractor.

The Contractor shall indemnify and hold the City harmless for any damages that may accrue as a result of the removal, transportation and disposal of the sludge cake removed from the City and for any lawsuit or judgement resulting from Contractor's activities.

The Contractor agrees to furnish insurances as stipulated in the Supplemental Conditions.

The Contractor agrees to pay liquidated damages as stipulated in the Information for Bidders.